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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date April 11, 2018
(To be completed by Procurement)

Subject Memorandum of Understanding - Nexlore (contractor) - Community Schools and Student Services Department (site/department)

Action Requested Approval by the Board of Education of the Memorandum of Understanding between the District and Nexlore. Services to be primarily provided to the Community Schools and Student Services Department for the period of September 18, 2017 through June 7, 2018.

Background

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

Nexlore 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: the Stop & Think Method, Question Method and Step Method.

Discussion

One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between District and Nexlore, Hallandale, FL, for the latter to provide afterschool programming, in-house field trips, and summer camps for students to learn life-skills through strategic games; physical activity for students in high energy fitness classes; and a science program that is built upon experimentation and play at Garfield Elementary, Bridges Academy, and Sankofa Academy, for the period of September 18, 2017 through June 7, 2018, at no cost to the District.

Recommendation

Approval by the Board of Education of a Memorandum of Understanding between the District and Nexlore. Services to be primarily provided to the Community Schools and Student Services Department for the period of September 18, 2017 through June 7, 2018.

Fiscal Impact

Funding resource name (please spell out): No fiscal impact

Attachments

- Memorandum of Understanding
- Certificate of Insurance
- Clearance Letter
- 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. 18-0595

Department: 922/Community Schools and Student Services

Vendor Name: Nexplore

Contract Term: Start Date: 09/18/2017 End Date: 06/07/2018

Annual Cost: \$ 0

Approved by: Andrea Bustamante

Is Vendor a local Oakland business? Yes ☐ No ☒

Why was this Vendor selected?

School-sites selected partner for In-Kind agreement.

Summarize the services this Vendor will be providing.

National provider with six programs available as an afterschool program, in-house field trip, and summer camp. Nexplore Games, Zumba Kids, Nexplore Science, Nexplore Capoeira, Nexplore Art and Nexplore Finance.

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 UNDERSTANDING BETWEEN A PARTNER ORGANIZATION OR INDIVIDUAL 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 Nexplore USA [CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD (or students or parents unless otherwise agreed upon by both parties); and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said program(s) selected in Section II of the MOU.

II. Program Name(s)

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

Bridges Academy Nexplore Games

Garfield Elementary Zumba Program

Sankofa Academy Nexplore Science & Games Combo

III. CONTRACTOR Responsibilities/Scope of Services

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

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

Nexplore is a "one-stop shop" for on-site enrichment solutions that
enlighten & empower students to thrive in the 21st century. We are a
national provider with six programs available as an afterschool program,
in-house field trip, and summer camp.

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

As a national brand Nexplore works with hundreds of schools and youth
organizations to find creative and sustainable enrichment solutions that
inspire students to find their own passion about school. We partner with
local educators & artists to provide Nexplore lesson plans at Nexplore quality.

3. Please disclose all costs to parents or students (if applicable). If no such costs, leave blank or write "N/A."

Nexplore has three contracts with OUSD schools. None charge parents
or students. Two are with BACR and one with EBAYC.

4. 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 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 at these School(s).
 2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR's services under 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, age, or other legally protected class. Therefore, the CONTRACTOR agrees to comply with all 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 arises.

4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe all 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. **Tuberculosis Screening:** CONTRACTOR is required to screen employees and agents who will be present at OUSD sites during the current school year. CONTRACTOR affirms that each person has current proof of negative TB testing on file and TB results are monitored. Please see Section IV for the relevant documentation that is required.
- D. **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 MOU 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 MOU, 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 MOU. Please see **Section IV** for the relevant documentation that is required.

In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any CONTRACTOR related person, employee, representative or agent from any 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.

E. Insurance

1. General Liability: **EITHER** (a) CONTRACTOR maintains 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 general liability insurance under this MOU if the Risk Management Officer signs a waiver of insurance. Please see **Section IV** for the relevant documentation that is required.
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. Please see **Section IV** for the relevant documentation that is required.

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.

- F. 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.
- G. 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.
- H. Register With/Update Community Partner Platform**—Contractor shall register in OUSD's Community Partner Platform database and perform annual updates *prior to entering schools or interacting with students*, to maintain full and complete up-to-date information.

IV. Required Documents

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

- A. TB and Fingerprinting Clearance:

Contractor (Individual):

Submit clearance letter from authorized agency verifying individual has been Fingerprinted/Criminal Background Checked for this current fiscal year. Additionally, please provide documentation from health care provider showing negative TB status of individual within the last four years.

Contractor (Agency):

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

B. Insurance:

Contractor (Individual/Agency):

- ✕ Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer. 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.

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, which may include janitorial services, maintenance, utilities, and technology support.

- C. **Data**—Subject to state and federal law, ensure that CONTRACTOR has reasonable access to student assessment and evaluation data necessary to inform instruction and periodically review student progress and to provide the study.

1. For the purpose of cohort determination, for instructional purposes, or for academic research purposes, at the sole discretion of OUSD, provide CONTRACTOR access to student assessment data for all students at School(s) including, but not

MACY'S PARTNERSHIPS
SEE ENCLOSED
AUTHORIZATION
TO STRIKE

[Signature]

~~limited to, state test scores and site-based assessments.
Students identified may be protected by the use of ID numbers.~~

2. Provide CONTRACTOR with any other student information reasonably necessary to provide its services consistent with the CONTRACTOR's program and to evaluate the impact of its program on students at School(s).

VI. Duration

This MOU is for the Sept. 18 2017 -- June 7, 2018 period.

VII. Termination

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This MOU 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.

IX. Jurisdiction

This MOU shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court or the United States District Court for the Northern District of California shall have jurisdiction over any civil action arising out of or relating to this MOU.

X. Notices

Any notice provided for in this MOU shall be in writing and effective upon receipt at the address set forth below in this section, delivered by any of the following means: personal delivery; certified U.S. mail, return receipt requested; or electronic mail. Either party may change the addresses below by giving notice of such change pursuant to this section.

CONTRACTOR

Contact: Buu Aaron
Title: Program Manager
Address: 333 Lexington Avenue
San Leandro, CA 94577
E-mail: buu@nexploreusa.com

DISTRICT

Contact: Marion McWilliams
Title: General Counsel
Address: Office of the General Counsel
1000 Broadway, Suite 680
Oakland, CA 94607
Phone: 510-879-8535
Fax: 510-879-4046

XI. Integration and Modification

This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This MOU may be amended or modified only in writing, signed by both Parties.

XII. Assignment

The rights and obligations of each Party under this MOU shall not be assigned without the express prior written consent of the other Party.

XIII. Waiver

No delay or omission by either Party in exercising any right under this MOU shall operate as a waiver of that or any other right provided for in this MOU.

XIV. No Rights in Third Parties

This MOU does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

XV. Counterparts

This MOU and all amendments and modifications to it may be executed in counterparts, and all counterparts together shall be construed as one document.

XVI. Intellectual Property

During the term of this MOU, any works created by or inventions of Contractor, his agents or employees, within the scope of the work contracted herein shall belong to the District together with all associated copyrights and patents. Contractor shall not publish any aspect of the work performed hereunder without prior written consent of the District.

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

By: MCL Dated: 11/15/2017 (MM/DD/YYYY)
MARTIN YOUNG, PARTNERSHIPS (Print Name & Title)
COMMUNITY SCHOOLS (Sponsoring OUSD Department)

By:  Dated: 11/6/2017 (MM/DD/YYYY)

Teahoen Ubuu Aaron, Program Manager (Print Name & Title)


Nexplore USA (CONTRACTOR—Org. Name)


Approved as to form and procedure

By:  Dated: 3/21/2018 (MM/DD/YYYY)

Attorney, Office of the General Counsel,

Oakland Unified School District

 4/12/18
President, Board of Education

 4/12/18
Secretary, Board of Education

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

Feb 21 (6 days ago)

buu

to me, Dori

Good Afternoon,

I've shared the changes with the CEO and we approve the edit of the MOU.

Thanks,

Buu Aaron
Education Consultant
buu@nexploreusa.com
www.nexploreusa.com
949.374.2756



From: Martin Young [mailto:martin.young@ousd.org]
Sent: Wednesday, February 21, 2018 2:28 PM

To: buu <buu@nexploreusa.com>
Subject: Re: Nexplore Partnership File- OUSD

Good afternoon
Buu

I hope this note finds you well
!

I'm reaching out because the OUSD
Board
of
Education

requested clarification about your MOU package. Due to a fiscal crisis and massive cuts, we are still working through old contracts.

Regarding the attached MOU, since we changed our MOU language before your agreement was ratified, can you give your permission for us to strike Section V, C. Data because that language has been removed due to privacy laws? We will include your email permission with the package that is submitted to the board. This pivot does not affect your program or change the way we handle data. We offer public data at ousddata.org and we have always required a separate data sharing agreement for nonpublic data.

Many thanks!
Martin

Martin C. Young
Community Partnerships Manager
Community Schools & Student Services
Oakland Unified School District
Community Schools, Thriving Students
www.ousd.org/partnerships

martin.young@ousd.org

[\(510\) 879-2928](tel:(510)879-2928)
office

[\(510\) 414-9305](tel:(510)414-9305)
mobile

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 NGSS, STEM, and other 21st 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. Nexplore 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.

Nexplore 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

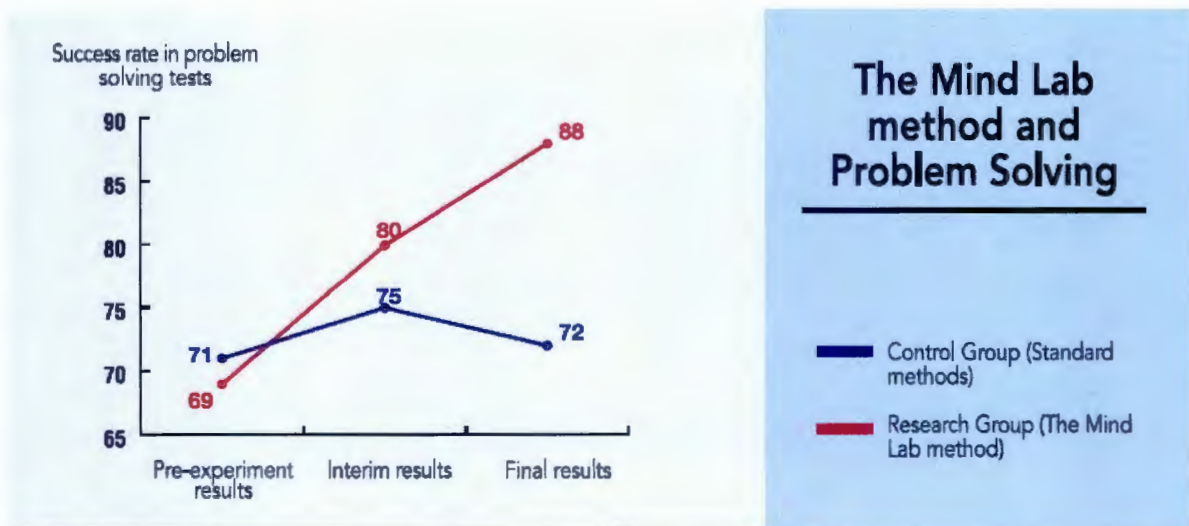
Throughout each program, students should become more self-aware, comfortable with peers, and confident individually and collectively. Thus, Nexplore programs are powerful tools for intervention & support of every school’s positive behavior systems (PBS).

Nexplore employs various measures including pre- and post-tests, observations and surveys. For Nexplore 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 Nexplore 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.

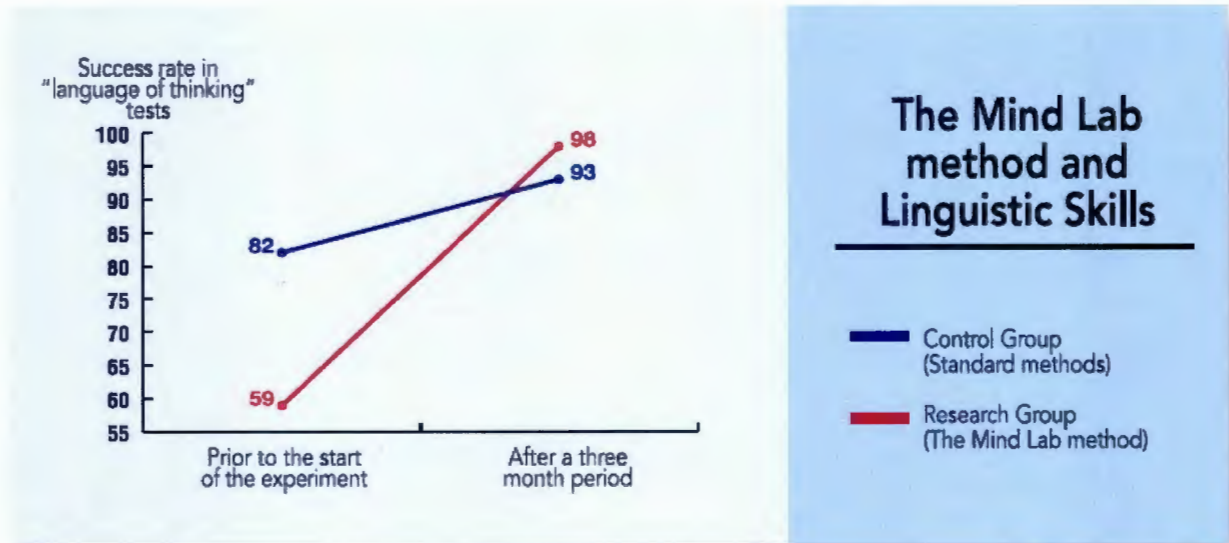


The conclusions drawn from these results are:

- 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
786.768.6111

Buu Aaron
Program Manager- California
buu@nexploreusa.com
949.374.2756



CERTIFICATE OF LIABILITY INSURANCE

MINDLA1

OP ID: D1

DATE (MM/DD/YYYY)

10/12/2017

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 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 Riemer Insurance Group Hallandale Branch PO Box 250 Hallandale, FL 33008-0250 Moshe Marvin		CONTACT NAME: Moshe Marvin PHONE (A/C, No, Ext): 800-742-1691 FAX (A/C, No): 954-454-9552 E-MAIL ADDRESS:		
INSURED MIND LAB SOUTH FLORIDA, LLC DBA MIND LAB Nexplore LLC DBA. Nexplore, Capoeira 403 NE 2nd Ave Hallandale, FL 33009		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Philadelphia Indemnity Ins Co		18058
		INSURER B: Markel Insurance		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

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	GENERAL LIABILITY			PHPK1560909	11/26/2016	11/26/2017	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 0			
							PERSONAL & ADV INJURY \$ 1,000,000			
							GENERAL AGGREGATE \$ 3,000,000			
							PRODUCTS - COMP/OP AGG \$ 3,000,000			
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$			
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$			
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$			
	UMBRELLA LIAB						EACH OCCURRENCE \$			
	EXCESS LIAB						AGGREGATE \$			
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$									
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$			
							E.L. DISEASE - POLICY LIMIT \$			
B	Student Accident			4102M S448660	12/07/2016	12/07/2017	See Notes			

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

Oakland Unified School District is additional insured with respect to General Liability as required by written contract.

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 

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ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

COMMERCIAL GENERAL LIABILITY COVERAGE PART

[illegible]

Oakland Unified School District

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.

NOTEPAD

INSURED'S NAME MIND LAB SOUTH FLORIDA, LLC

MINDLA1
OP ID: D1PAGE 2
Date 10/12/2017**Student Accident:**

Aggregate Limit of Indemnity: \$250,000
Accidental Death & Dismemberment: \$5,000
Accident Medical Expense: \$25,000
Dental Accident Expense: included in AME Benefit
Sickness Medical Expense: NIL
Catastrophic Cash Benefit: NIL
Benefit Period: 52 weeks
Accident medical, Dental accident and sickness medical coverages are
subject per claim deductible of \$0.00

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

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

SCHEDULE

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

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

SAM Search Results
List of records matching your search for :

Search Term : nexlore* usa*
Record Status: Active

No Search Results