Board Office Use: Legislative File Info.			
File ID Number	18-1207		
Introduction Date	6/13/2018		
Enactment Number	18-1018		
Enactment Date	6/13/18 lf		



Memo

To

Board of Education

From

Kyla Johnson-Trammell, Superintendent

Board Meeting Date (To be completed by

(10 be completed Procurement) 6/13/18

Subject

Professional Services Contract - Edventure More

- 922/Community Schools and Student Services Department

(site/department)

Action Requested

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:

DiscussionOne paragraph
summary of the scope

of work.

Approval by the Board of Education of a Professional Services Contract between the District and Edventure More, San Francisco, CA, 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 Reach Academy for the period of June 1, 2018 through August 10, 2018, in an amount not to exceed \$43,680.00.

Recommendation

Approval of professional services contract between Oakland Unified School District and Edventure More

Between Department Services Department Services Department Services Department Services Department 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 \$43,680.00

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. 18-1207
Department: 922/Community Schools and Student Services Department
Vendor Name: Edventure More
Contract Term: Start Date: June 1, 2018 End Date: August 10, 2018
Annual Cost: \$43,680.00
Approved by: Julie McCalmont
Is Vendor a local Oakland business? Yes No No
Why was this Vendor selected?
Worked with vendor previously at OUSD
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 Reach Academy.
Was this contract competitively bid? Yes No V
If No, answer the following:
1) How did you determine the price is competitive?
Price compared with other vendors

Legal 1/12/16

2)	Pleas	se check the competitive bid exception relied upon:
	ᆜ	Educational Materials
	ᆜ	Special Services contracts for financial, economic, accounting, legal or administrative services
	ᆜ	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)
	ᆜ	Emergency contracts [requires Board resolution declaring an emergency]
	Ш	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]
	Щ	Piggyback" Contracts with other governmental entities
	Ц	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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PROFESSIONAL SERVICES CONTRACT 2017-2018

Th	is Agreement is entered into between Edventure More
spe	ONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the nishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons ecially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and mpetent to provide such services. The parties agree as follows:
1.	Services: CONTRACTOR shall provide the services ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
2.	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 \$88,300.00 in the current fiscal year; or, approval by the
	Board of Education if the total contract(s) exceed \$88,300.00, whichever is later) to August 10, 2018. The work shall be completed no later than August 10, 2018.
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Forty Six Thousand, Eight Hundred
	Dollars (\$43,680.00) [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.
4.	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
5.	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
- 6. **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.
- 7. 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:

below:		
Rev. 6/6/2016 v1	Requisition No.	P.O. No

OUSD Representative:

Name: Julie McCalmont Site /Dept.: 922/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: Eduardo Caballero	_	_	
Title: Executive Director			
Address: 2295 Palou Ave			
San Francisco	CA	94124	_
Phone: 415-282-6673			
Email: ed@edventuremore.org			

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. **Licenses 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.

- 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:
 - 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, without limitation:
 - 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

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student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. **Conflict of Interest**: CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).
- 25. **Litigation**: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
- 26. **Incorporation of Recitals and Exhibits**: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. **Counterparts**: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. **Signature Authority**: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.
- 32. **Contract Publicly Posted**: This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

OAKLAND UNIFIED SCHOOL DISTRICT		CONTRACTOR	
Sime Eng	6/14/18	(rest)	5/22/18
President, Board of Education	Date	Contractor Signature	Date
Superintendent		•	
Chief or Deputy Chief		Eduardo Caballero	
The state		Executive Director	
John Mark	6/14/18	Print Name, Title	
Secretary, Board of Education	Date		

Form approved by OUSD General Counsel for 2017-18 FY

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 <u>WITHOUT</u> 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

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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.	Align (Check	Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)				
	☐ Er	nsure a high quality instructional core	Prepare students for success in college and careers			
	■ De	evelop social, emotional and physical health	Safe, healthy and supportive schools			
	Cr	eate equitable opportunities for learning	☐ Accountable for quality			
	☐ Hi	gh quality and effective instruction	Full service community district			
 		e select: ction Item included in Board Approved CSSSP (no addition	nal 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 date, school site name, both principal and school site countries.	e must include header with the word "Modified", modification cil chair initials and date.			
	2.					
	3.		• •			

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Sign-in sheet for meeting in which the CSSSP modification was approved.



OUSD Summer 2018 Lead Agency Summer Program Plan Summer Hub: Reach (Submit to OUSD Expanded Learning Office by March 23rd) SECTION 1: Summer Program Snapshot Program Dates: (note any Target Summer Average Daily Grades Served: Lead Agency Name: Summer Hub Site: program closure dates during this Attendance (ADA) Number: **Edventure More (Camp** period) June 18-July 20 **REACH Academy** K-5 EDMO) 140 **Closed July 4** SECTION 2: Lead Agency Assurances Please review and initial each item and sign below. SM___ 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 1st 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. SM____ 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. _SM__ I understand that I am required to input my actual attendance numbers into the Cityspan attendance system dally 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, _SM__ 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 30th 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. SM___ I understand that OUSD's 21st 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

SM_ 1 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.				
SM 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.				
SM 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: Sia Magadan				
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:TBA				
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-mund 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 tatto.

Summer staff must meet the minimum staff qualifications according to the 21st 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 first nictional Alde exam administered by the Altimeda County Office of Ed

You will be sent a contact survey to send us information on line staff later in the year. Please fill cut 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
Evelyn Herrera	evelyn.herrera@ousd.org	Esperanza Elementary	K-5	6	6	Min

. Signature of Summer Lead Agency Director:

Signature of Hub Site Principal:

21ST CEN	TURY SUMMER BUDGET PLANNING S	BPREADSHEET	
ELEMENTARI			
Srie Name	REACH Academy		
Site #		3	
Good Agency G of summer			
equidents (ADA)	146		
8 of summer program days	24		
Total 21st CCLC	l e e e e e e e e e e e e e e e e e e e	21at CCLC Grant Funds for Las	
Grant Funds	TOTAL CONTRACTED FUNDS	Agend	cy Lead Agency in-Kind Contribution
BOOKS AND SUPPL		\$43,680	5.0
	Supplies (can be purchased by lead agency for summer supplemental		
43.0	Prisramme) \$3 Day x 150 Student x 24 Days	310.80	70
4370	Cumculum	<u> </u>	\$2,00
5829	Field Trips (fees, supplies) N/A		
	Bus tickets for students IVA	<u> </u>	
	Comper T-shirts	535	38
	Snacks	\$1,80	00
	Staff T-shorts	\$6	11
	Family Event		\$400
	Kanochi Kita	\$50	0
	Total books and supplies		
COMMUNICIED SERV		\$13,51	9 52,408
	See Coordinator IN CAMP (\$850/wk X 5 weeks) + TRAINING (80hrs		
3923	798440 X \$18/hr)	\$5,69	
5625	Academic Instructors th CAMP (3 staff X \$18/hr X 4.5 hours X 24 99ys) + TRAINING (3 Staff X \$13.75/hr X 42 hrs)	\$5,55	
i l	Counselors IN CAMP (11 staff X 514/hr X 4.5 hours X 24 days) +	56,91	7
<u>5825</u>	TRAINING (11 Staff X \$13 75/hr X 28 hrs)		\$20,867
5625	SEL Coach IN CAMP (1 staff x \$30/hr x 6hrs x 15 days*) + TRAINING (1 staff x 30 hours x \$15/hr) "Split Time w/ 2nd Site		
	STEAM Coach IN CAMP (1 staff v 525/hr v Shee v 15 deven)	\$3,24	\$2,604
	TEAINING (1 stell X 30 hours X \$15lbr) "Split Time wi 2nd Ske Region Manager IN CAMP (1 stell x \$30/hr x 8 hours x 15 days") +	\$2,700	<u> </u>
5925	TFAINING/FECPUITING (1 staff X 40 hours x \$3½/in) 'Boltt time with Employee benefits (16% x Total Salaries for Workers Comp., payroll	\$2.369	\$2,411
5825	times, etc.)	\$3,769.56	
****		35,700.30	1
	Live Scan & Background Check	. \$1,350	
	Professional Development		ļ
	Shaff Appreciation Event (\$25/staff per summer)	5475	<u> </u>
	Uheula	\$200	
	Comp Phone	\$1,000	
	Preting	\$200	
	CESSA Mini SEL Assessment Kes	\$245	
	Tytal services	\$300	
MANUS BIRECT SER		\$28,482	\$25,882
			\$27,818
	trans on made a board diseast marriages		\$27,818
SUBTOTALS			977.019
1	Bublicado DIRECT BERVICE	\$42,000	698 818
	Allowards (\$28,282
TOTALS	Allowable lead agency admin (at 4% of contracted funds or lean)	\$1,680	
	Trible buildings and active		
	i The husgatus que exhiuses IN ANT comui europ to all or uta	\$43,680	
<u> </u>	A TO A STANDARD OF THE SAME	\$0	

Required Signatures for Budget Appears		·	
Lead Agency	ON 4-418/18		

Hotes:

27816

¹⁾ Lead agencies will be required to submit a summer-end expenditure report on these budget expenditures.

Statement of Qualifications (CAMP EDMO):

Our Mission:

To create equitable, high-quality STEAM (Science, Technology, Engineering, Arts, and Math) and SEL (Social Emotional Learning) youth programs that cultivate curiosity, courage, and kindness.

OUR HISTORY

Learning is an adventure...it should feel like one. Edventure More ("EDMO" for short) was co-founded in 2004 as a 501(c)(3) non-profit by Ed Caballero and Sharon Mor. With over 20+ years of combined experience in the fields of out-of-school time learning, enrichment and motivational programming, they set out to create a STEAM camp where learning felt like an adventure and kids could build lifelong character skills.

In order to achieve their mission, Ed and Sharon modeled one of the most important 21st Century skills EDMO teaches kids—collaboration. From its inception, Edventure More has created and sustained partnerships with top Bay Area museums and industry professionals in order to deliver the highest quality programming possible. Curriculum partners have included:

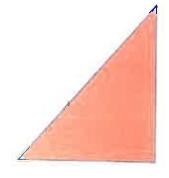
- The California Academy of Science (current)
- The Greater Good Science Center, UC Berkeley (current)
- The Children's Creativity Museum (current)
- The Museum of Craft & Design (current)
- KIDmob Design Firm (current)
- The Museum of Children's Art (past)
- The Exploratorium (past)
- The YMCA of Marin (past)
- Playworks (past)

What started as one small camp with 60 kids in Mill Valley, CA in the Summer of 2004, has grown into a huge force for good in Northern California, with over 25 locations from San Jose to Sacramento, serving over 20,000 kids annually in order to

CAMINETERMINORGA

2295 Palou Avenue San Francisco, CA 94124

415.282 | 6673 877.993. | 6673 415.449.6161 | fax



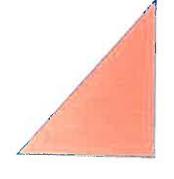
reduce Summer Learning Loss, build 21st Century Learning Skills and save handson learning in schools.

Please visit our Quality Equality, People and Partner pages to learn more about all the great people that make Edventure More what it is today.

CAMPERIM VIA

2295 Palou Avenue San Francisco, CA 94124

415.282 | 6673 877.993 | 6673 415.449.6161 | fax





04/09/2018

Dear Oakland Unified School District,

Per your request, we are attesting that all program personnel entering schools and/or interacting with students are screened for TB and their fingerprints are cleared by CA DOJ/FBI with subsequent arrest notifications. Please reach out if you have any questions or concerns to 415-82a-0985.

Sincerely.

Rick Belgarde

CFO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/30/2018

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(les) 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 fleu of such endorsement(s). PRODUCER CONTACT DANETTE DIDIER DEMONT ALLIANCE BUSINESS & COMMERCIAL 714-832-8192 PHONE (A/G, No. Ext): E-MAIL 714-832-1763 FAX (A/C. No): **163 YORBA STREET** ABCINS PACBELL.NET TUSTIN, CA 92780 LICENSE # 0178912 INBURER(8) AFFORDING COVERAGE NAIC # INSURERA: NORTHFIELD INSURANCE COMPANY 27987 Maluen STATE COMPENSATION INS.FUND INGUIRER A -35076 **EDVENTUREMORE** LANDMARK AMERICAN INS CO 33138 INSUDED C 2295 PALOU ST. MSURER D : SAN FRANCISCO, CA 94124 MSURER E : NSURER 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, ADDL SUBR TYPE OF INSURANCE POLICY EFF POLICY EXP LIMITS COMMERCIAL GENERAL LIABILITY W\$307878 EACH OCCURRENCE 2,000,000 5/15/2017 5/15/2018 CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (En occurren 100,000 MED EXP (Any one person) 5,000 8 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER **GENERAL AGGREGATE** 3,000,000 4 PRO-JECT POLICY PRODUCTS - COMP/OP AGG 3,000,000 OTHER: AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (En accident) ANY AUTO BODILY INJURY (Per parson) 8 OWNED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY BODILY INJURY (Per accident) 8 HIRED AUTOS ONLY PROPERTY DAMAGE 8 8 UMBRELLA LIAB OCCUR EACH OCCURRENCE 3 EXCERN LIAB CLAIMS-MADE ACGREGATE 4 DED RETENTION \$ KERS COMPENSATION 9101280-17 AND EMPLOYERS' LIABILITY X STATUTE 6/01/2017 6/01/2018 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT B NIA NO 1,000,000 yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE 1.000,000 E.L. DISEASE - POLICY LIMIT | \$ 1.000.000 SEXUAL/PHYS ABUSE LHR832040 5/15/2017 5/15/2018 \$1,000,000 AGGREGATE \$ 1,000,000 OCCURENCE **ERRORS AND OMISSIONS** W\$307978 5/15/2017 5/15/2018 \$2,000,000 /\$3,000,0000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) OAKLAND UNFIED SCHOOL DISTRICT IS LISTED AS ADDITIONAL INSURED PER ATTACHED ENDORSEMENT SCIENCE EDUCATION AND SUMMER CAMP CERTIFICATE HOLDER CANCELLATION OAKLAND UNIFIED SCHOOL DISTRICT SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ATTN: RISK MANAGEMENT 1000 BROADWAY, SUITE 440 OAKLAND, CA 94607 AUTHORIZED REPRESENTATIVE ryan@campedmo.org. by email to ins -kendra@campedmo.org DANETTE DIDIER DEMONT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (NON-CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage";
- b. If, and only to the extent that, the injury or damage is caused by your acts or omissions in the performance of your ongoing operations to which that "written contract requiring insurance" applies or by the acts or omissions of any person or organization performing such ongoing operations on your behalf; and
- c. Subject to the following limitations and conditions on the insurance provided to the additional insured:
 - (1) In the event that the Limits of insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to the limits of liability required by that "written contract requiring insurance" and will not increase the limits of insurance described in SECTION III - LIMITS OF INSURANCE.
 - (2) The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that other insurance. But the insurance provided to the additional insured still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such other insurance.
 - (3) The insurance provided to the additional insured does not apply to:
 - (a) Any person or organization for which coverage as an additional insured specifically is scheduled by attachment of an endorsement under this Coverage Part, or for whom you have purchased an Owners And Contractors Protective Liability policy:
 - (b) Any person or organization who distributes or sells "your product" in the regular course of that person's or organization's business with respect to liability arising out of "your products";
 - (c) Any person or organization from whom you have acquired "your product", or any ingredient, part or container entering into, accompanying or containing such product with respect to liability arising out of "your product";
 - (d) Any premises owner, manager or lessor with respect to liability arising out of the ownership, maintenance, or use of that part of any premises leased to you;
 - (e) Any equipment lessor with respect to liability arising out of the maintenance, operation or use of equipment lessed to you by such equipment lessor.

- (f) The independent acts or omissions of such additional insured; or
- (g) "Bodily injury" or "property damage" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
 - (i) The preparing, approving or falling to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or falling to prepare or approve, drawings and specifications; and
 - (II) Supervisory, inspection, architectural or engineering activities.
- 2. The following is added to the DEFINITIONS section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodity injury" or "property damage" occurs:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- Before the end of the policy period.

SAM Search Results List of records matching your search for:

Search Term : edventure* more* Record Status: Active

ENTITY EDVENTURE MORE

Status:Active

DUNS: 929940026

+4:

CAGE Code: 6SXF6

DoDAAC:

Expiration Date: May 19, 2018 Has Active Exclusion?: No

Debt Subject to Offset?: No

Address: 2295 PALOU AVE

City: SAN FRANCISCO ZIP Code: 94124-1504

State/Province: CALIFORNIA Country: UNITED STATES

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2017-2018



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												Phone		510-879-2	_				
1.	Site/Department (Name & #) 922/Community Schools a						udent Sen	rices De	partr	ment		Fax		510-879-4605					
	Signature Curs Date Approve									d	51	2	-119	?		-			
	Resource Manager, if using funds managed by. State and Federal Quality, Community, School Development Community Schools & Student Services Risk Mgmt													Vigmt					
2.	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									d			- 0						
3.	Network Superintendent/Deputy Network Superintendent																		
<u>v.</u>	Signature Date Approved									j	5.2	2.1	8						
⊢	Chiefs / Deputy Chiefs Consultant Aggregate Under Over\$																		
4.	Services described in the scope of work align with needs of department or school site Consultant is qualified to provide services described in the scope of work																		
	Signature 5 Date Appro									Approved					_				
5.	Superinte	ndent, B	Board of E	ducation	Signatu	ire on the le	gal contra	ct											
Legal	Required	if not usi	ing standar	d contrac	t	Approved			De	enied - Re	eason				Ъ	ate	T		

Procurement

Date Received

PO Number

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 <u>WITHOUT</u> 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.

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 searning program at Reach Academy.

Rev. 6/6/17 Page 5 of 6