SAN LEANDRO UNIFIED SCHOOL DISTRICT

CONTRACTED SERVICES AGREEMENT

INSTRUCTIONS:

1. Submit Contracted Services Agreement to Assistant Superintendent, Educational Services, for Board Approval **at least 1 month prior to services.**
2. Forms must be completed with all required signatures and have Board approval before the consultant/independent contractor can perform services for the District. (Requests submitted after services are performed will jeopardize payment.)
3. Clearances must be obtained with Human Resources Dept. (if applicable) prior to the start of services. Educational Services will facilitate this with HR once the contract is received.

Requested by: Jeannette McNeil / _____ / 11-10-15
(SLUSD) Print Name — Signature — Date

Name of Consultant/Organization: Edventure More

2295 Palou Ave. — Address | San Francisco — City | CA — State | 94124 — Zip

415-282-6673 — Telephone Number | _____ — Fax Number | 650-542-1277 — Cell # or E-Mail Address

SCOPE OF WORK: Provide three weekly after school enrichment classes

LOCATION OF SERVICES: Monroe Elementary School

DATE(S) OF SERVICE: Jan. 13-May 27 (Jan 13-Mar 9, April 13-May 25)

ESTIMATED COST: $8,520 ($18-20/student/class) (and/or hourly Rate: $ ____)

NAME OF PROGRAM: Makers, Video ~~Gameing~~ gaming, Animals

BUDGET NUMBER: _____ (or ASB funds ____)

Administrator/Program Manager Approval:

Jeannette McNeil / J McNeil / Date: 11-10-15
Print Name — Signature

Consultant/Contractor:

Kendra Watkins / Kendra Watkins / Date: 11/16/2015
Print Name — Signature

Business Manager: Initial: _____ Date: _____ Human Resources: Initial: _____ Date: _____

The Contracted Services Agreement must include the following before going to Purchasing Dept. for processing. Check off and attach all documentation that applies.

___ **BOARD APPROVAL DATE:** _____
___ **Clearances with Human Resources: (Fingerprinting (TB**
___ Add as Vendor ___ W-9 Tax Form ___ EDD form (Employment Development Dept.)
___ Copy of Requisition ___ Invoice Attached

Note: District staff cannot be employed as a consultant/independent contractor.

Distribution:
___Assistant Superintendent, Educational Services ___Human Resources ___Purchasing Department

MEMORANDUM OF UNDERSTANDING
by and between
Edventure More and James Monroe Elementary School

Edventure More, a California 501(c)(3) non-profit organization, and Monroe Elementary, a California public school, mutually desire to effect a Memorandum of Understanding ("MOU") to define their relationship effective on Jan. 13, 2016 ("Effective Date").

SECTION 1. Purpose

A. To establish and define the business relationship between Monroe Elementary and Edventure More as it relates to all After School Programs (ASPs) operated by Edventure More on the Monroe Elementary campus.

B. To serve as the guiding document as to the responsibilities of Monroe Elementary and Edventure More in all collaboration elements pertaining to the above referenced After School Programs.

SECTION 2. Term

A. This MOU will commence on the Effective Date and will continue in effect until May 27, 2014. The MOU may be extended or shortened by written agreement between the parties.

SECTION 3. Program Details

a. **ASP Topic:** Crittervile
b. **Number of sessions:** 8
c. **Day of the week:** Wednesday
d. **Dates of program:** 1/13/2016 – 3/9/2016
e. **No class dates:** 2/17/2016
f. **Make-up date (if needed):**
g. **Program location (specific room):**
h. **Grades:** TK-2nd grade
i. **Times:** 2:00pm – 3:00pm
j. **Printed flyers (how many?):**
k. **Cost per student (for 8 weeks):** $144 per child

l. **ASP Topic:** Circuit Station
m. **Number of sessions:** 7
n. **Day of the week:** Friday
o. **Dates of program:** 1/22/2016 – 3/11/2016
p. **No class dates:** 2/19/2016
q. **Make-up date (if needed):**
r. **Program location (specific room):**
s. **Grades:** 3rd – 5th grade
t. **Times:** 3:00pm – 4:00pm
u. **Printed flyers (how many?):**
v. **Cost per student (for 8 weeks):** $140 per child

w. **ASP Topic:** 2D Video Game Design
x. **Number of sessions:** 7
y. **Day of the week:** Friday
z. **Dates of program:** 4/15/2016 – 5/27/2016
aa. **No class dates:**
bb. **Make-up date (if needed):**
cc. **Program location (specific room):**
dd. **Grades:** 3rd – 5th grade
ee. **Times:** 3:00pm – 4:00pm
ff. **Printed flyers (how many?):**
gg. **Cost per student (for 8 weeks):** $140 per child

SECTION 4. Edventure More provides the following:

A. A trained ASP presenter and curriculum in conjunction with the agreed upon theme
B. Insurance up to $1 million for all After School Program locations or $2 million at locations where applicable
C. Background checks and LiveScan fingerprinting of all Edventure More staff
D. Online registration and payment system for parents
E. Marketing fliers, posters, hanging banners and newsletter blurbs about the ASP
F. Daily e-mails to families with descriptions of the projects and activities featured
G. Final roster of all students at least three days prior to start date of ASP

SECTION 4. Monroe Elementary provides the following:

A. A classroom in which to conduct the ASP activities
B. Outside fence space in a high traffic area from which to hang a banner
C. Distribution of printed or digital ASP fliers to every student
D. Space in the school newsletter to publicize ASP

SECTION 5. Payment Schedule (If applicable)

A. Monroe Elementary agrees to pay $18 per student per week to Edventure More for the Critterville program and $20 per student per week to Edventure More for the Circuit Station and 2D Video Game Design programs by Jun. 10, 2016 (dependent upon an invoice from Edventure More).

SECTION 6. Cancellation Policy

The minimum enrollment is 10 students and the maximum is 20 students. If the program does not meet minimum enrollment one week prior to the start date of the program, the class will be cancelled.

SECTION 7. Miscellaneous

This MOU constitutes the entire MOU and understanding between Edventure More and Monroe Elementary, and supersedes all offers, negotiations and other MOU's concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this MOU must be in writing and executed by both parties.

APPROVED AND AGREED:

Kendra Watkins

Kendra Watkins—Edventure More
School Year Program Manager

Date 11/16/2015

Jeannette McNeil—Monroe Elementary School
Principal

Date 11/12/15

REQUIRED CERTIFICATIONS AGREEMENT - Page 2: Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracting Services

I certify that each of the persons below meets all of the requirements as described on Page 1 of the Required Certifications Agreement. If necessary, additional persons may be added to this agreement on attached pages labeled Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracted Services and shall meet all of the requirements specified in this agreement.

I certify that none of my employees/agents/volunteers/subconsultants, contractors, or representatives will have any contact with students prior to passing the criminal background checks and tuberculosis screening required by this Agreement.

Name	Fingerprint Clearance Date	TB Clearance Date
Ryan Kochevar	1/7/2016	In Progress
Michael Erdman	12/30/2015	In progress

By signing below on behalf of Consultant, I certify that I am an authorized signatory and that the information provided herein as "Required Certifications" is true and accurate. I further acknowledge that during the term of this Agreement, if I learn of additional information which differs from the responses provided above, or if I engage additional employees/agents/volunteers, I promise to forward this additional information to the District immediately.

Legal Name of Consultant/Contractor: Edventure More

By: Kendra Watkins (authorized signatory)

Date: 1/7/2016

Name: Kendra Watkins

Title: EDMO360 Manager

REQUIRED CERTIFICATIONS AGREEMENT
BETWEEN SAN LEANDRO UNIFIED SCHOOL DISTRICT
AND Edventure More

All providers of services to the San Leandro Unified School District ("District") are required to comply with the terms and conditions of this Required Certifications Agreement ("Agreement"), which is incorporated into and made a material condition and provision of all agreements for services. Failure to comply with these terms and conditions constitutes grounds for immediate termination of any agreement for services between any Agency/Consultant/Contractor (hereafter referred to as "Consultant") and the District. The undersigned Consultant has the responsibility to make a reasonable determination of whether an employee/agent/volunteer/subconsultant and/or other authorized representative (each, a "Consultant provider") will have more than limited contact with pupils, and therefore requires a criminal background check. To make this determination, Consultant shall consider the totality of the circumstances, including factors such as the length of time the person will be on school grounds, whether the person will be in proximity with pupils, and whether the person will be alone on school grounds or will be constantly supervised by a person who has passed a criminal background check. As an example, note that any counselor, instructor or care provider in a group or individual setting will be considered to have "more than limited contact."

Criminal Background Clearance: Consultant shall, in connection with each Consultant provider comply with the provisions of Education Code §45125.1, including, but not limited to obtaining clearance from both the California Department of Justice (CDOJ) and the Federal Bureau of Investigation prior to providing Services to any District student. Consultant shall not permit any Consultant provider to have any direct contact with District pupils or families until after Consultant certifies in writing to the District that such Consultant provider has not been convicted of a violent or serious felony, as contemplated in the Education Code. Consultant shall also make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2.

Tuberculosis Clearance: Each Consultant provider must show evidence of negative tuberculosis (TB) test results, as described in, and within the timeline prescribed by, Education Code §49406, before having contact with District students or families. Consultant shall maintain on file the certificates from the examining physicians and surgeons showing that each Consultant provider was examined and found free from active tuberculosis. These forms must be maintained and updated by Consultant, and be available to the District or any designated agency upon request or audit.

Cost: Consultant shall be responsible for all costs related to fingerprinting and TB testing. Consultant shall provide the District with Certifications, in the form attached to this Agreement (Page 2), covering each and every Consultant provider.

Effective Date: This agreement shall be dated and in full force and effect on the date signed by the District, as indicated below.

No Other Changes: All provisions of this Agreement not specifically changed herein remain in full force and effect. This Agreement, constitutes the full agreement and understanding of the Parties with respect to the matters therein and herein contemplated.

Execution: The person(s) executing this Agreement on behalf of the Consultant warrants and represents that Consultant has vested authority on such person(s) to execute and deliver this Agreement and to perform the services contemplated hereunder and further agrees that this Agreement is a material condition of any and all agreements for services between Consultant and the District.

Company Name: Edventure More

Kendra Watkins
[Authorized Representative]

Title: EDMO360 Manager
Date: 1/7/2016

For the SLUSD:

_____
[Superintendent or Designee]

Title: _____
Date: _____