

Board Office Use: Legislative File Info.	
File ID Number	18-1205
Introduction Date	6/13/2018
Enactment Number	18-0994
Enactment Date	6/13/18 lf



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent

Board Meeting Date
(To be completed by Procurement) 6/13/18

Subject Professional Services Contract - Camp Phoenix
- 922/Community Schools and Student Services Department (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and Camp Phoenix. Services to be primarily provided to 922/Community Schools and Student Services Department for the period of June 1, 2018 through August 10, 2018.

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: Greenleaf Elementary School.

Discussion
One paragraph summary of the scope of work.

Ratification by the Board of Education of a Professional Services Contract between the District and Camp Phoenix, Vallejo, CA, for the latter to provide six hours of daily summer academic support and enrichment to OUSD students who are in need of summer services to counter summer learning loss; program activities will be based on youth development quality standards; work collaboratively with the OUSD Summer Learning Office and After School Programs Office to ensure that students in need receive at least 6 hours of daily summer learning, enrichment, physical activity, and support services; conduct outreach for summer student recruitment, communicate with families regularly, fulfill OUSD grant reporting requirements including submission of summer attendance records, and maintain communication with the OUSD Summer unit and After School unit to review progress on summer program goals; comply with 21st CCLC grant requirements for the summer program at Greenleaf Elementary School for the period of June 1, 2018 through August 10, 2018, in an amount not to exceed \$5,850.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and Camp Phoenix. Services to be primarily provided to 922/Community Schools and Student 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 \$ 5,850.00

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. 18-1205

Department: 922/Community Schools and Student Services Department

Vendor Name: Camp Phoenix

Contract Term: Start Date: June 1, 2018 End Date: August 10, 2018

Annual Cost: \$ 5,850.00

Approved by: Julie McCalmont

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Worked with vendor previously at OUSD

Summarize the services this Vendor will be providing.

The contractor will deliver at least 6 hours of daily summer academic support and enrichment to OUSD students who are in need of summer services to counter summer learning loss. Program activities will be based on youth development quality standards. The contractor will work collaboratively with the OUSD Summer Learning and After School Programs Office to ensure that students in need receive at least 6 hours of daily summer learning, enrichment, physical activity, and support services in summer. The contractor will conduct outreach for summer student recruitment, will communicate with families regularly over the summer, will fulfill OUSD grant reporting requirements including submission of summer attendance records, and will maintain communication with the OUSD Summer and After School units to review progress on summer program goals. Providers will comply with 21st Century Community Learning Center grant requirements for the Summer Learning Program at Greenleaf Elementary School.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

Price compared with other vendors

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**

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2017-2018

This Agreement is entered into between Camp Phoenix (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent 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 Five Thousand, Eight Hundred Fifty Dollars (\$ 5,850.00) [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.

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:

Professional Services Contract

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: Jacqueline Soohoo
Title: Executive Director
Address: 39931 Parada Street #B
Newark CA 94560
Phone: 916-208-1462
Email: jacqueline@campphoenix.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.

Professional Services Contract

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:
 1. **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:
 1. 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

Professional Services Contract

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

Aimee Eng

- President, Board of Education
 Superintendent
 Chief or Deputy Chief

J. H. ...

Secretary, Board of Education

6/14/18

Date

6/14/18

Date

CONTRACTOR

Jacqueline Soohoo

Contractor Signature

Jacqueline Soohoo

Executive Director

Print Name, Title

5/22/18

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 WITHOUT 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 learning program at Reach Academy.

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 WITHOUT 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

Professional Services Contract

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. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:
(Check all that apply.)

- | | |
|---|--|
| <input type="checkbox"/> Ensure a high quality instructional core | <input type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP** (no additional 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 must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the CSSSP modification was approved.
 3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the CSSSP modification was approved.



OUSD Summer 2018 Lead Agency Summer Program Plan

Summer Hub: Camp Phoenix

(Submit to OUSD Expanded Learning Office by March 23rd)

SECTION 1: Summer Program Snapshot

Lead Agency Name: Camp Phoenix	Summer Hub Site: Greenleaf	Target Summer Average Daily Attendance (ADA) Number: 60 xx 30 <small>(60 total correction by Jacqueline Soohoo)</small>	Grades Served: 5-11	Program Dates: (note any program closure dates during this period) July 23-Aug 10
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SECTION 2: Lead Agency Assurances

Please review and initial each item and sign below.

js 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.

js 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.

js I understand that I am required to input my actual attendance numbers into the Cityspan attendance system *daily* 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.

js 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.

js 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 requested, for school district reporting and auditing purposes.

js I 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.

js 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 3:15pm daily.

js 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: 

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: July 14 and 15

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-round 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 ratio.


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 Instructional Aide exam administered by the Alameda County Office of Ed

You will be sent a contact survey to send us information on line staff later in the year. Please fill out 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
Jacqueline Soohoo	jacqueline@campphoenix.org	n/a	n/a	1	6	

Signature of Summer Lead Agency Director: 

Signature of Hub Site Principal: 

Summer Supplemental Budget

21ST CENTURY SUMMER BUDGET PLANNING SPREADSHEET			
ELEMENTARY & MIDDLE SCHOOLS 5/15/2018			
Site Name:	Camp Phoenix	21st CCLC Grant Funds for Lead Agency	Lead Agency In-Kind Contributions
Site #:			
Lead Agency:	Camp Phoenix		
# of summer students (ADA):	30		
# of summer program days:	15		
Total 21st CCLC Grant Funds:	\$5,850		
TOTAL CONTRACTED FUNDS		\$5,850	\$0
BOOKS AND SUPPLIES			
4310	Supplies (can be purchased by lead agency for summer supplemental programming)	\$800	\$1,000
4310	Curriculum	\$500	\$0
5829	Field Trips (fees, supplies)	\$1,000	\$0
	Bus tickets for students	\$0	\$0
	Rental bus for field trips	\$2,650	\$0
	Snacks	\$400	\$0
	Incentives	\$0	\$0
	Family Night supplies	\$500	\$0
	Total books and supplies	\$5,850	\$1,000
CONTRACTED SERVICES			
5825	Site Coordinator and Executive Director	\$0	\$31,500
5825	Academic Instructors: 8 staff x 85.5 hours x \$15.20 per hour. Hired for Summer 2017: Franklin Haggarty, Megan Maoperson, 43 additional staff to be hired	\$0	\$4,400
5825	Enrichment Facilitators (# of staff X total hours X hourly rate, including prep and training time)	\$0	\$20,650
5825	STEM Instructors (# of staff X total hours X hourly rate, including prep and training time)	\$0	\$4,350
5825	Contracted OUSD Summer Teachers: Achievement Director (Manages Academic Instructor team)	\$0	\$0
5825	Subcontractors (please list each specific subcontracting agency)	\$0	\$0
5825	Professional Development	\$0	\$0
5825	Employee benefits	\$0	\$11,500
5825	Other Staff (Kitchen, Nurse, Operations Manager, Family Manager, Camp Directors, etc.)	\$0	\$12,520
5825			
5825			
	Total services	\$0	\$84,820
IN-KIND DIRECT SERVICES			
	Total value of in-kind direct services		\$0
SUBTOTALS			
	Subtotals DIRECT SERVICE	\$5,850	\$85,920
	Allowable lead agency admin (at 4% of contracted funds or less)	\$0	
TOTALS:			
	Total budgeted per column	\$5,850	
	BALANCE remaining to allocate	\$0	

Required Signatures for Budget Approval:

Lead Agency:	Jacqueline Soohoo	Date: 5/18/2018
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Notes:

- Lead agencies will be required to submit a summer-end expenditure report on these budget expenditures.
- These contracted summer funds are based on anticipated summer program average daily attendance. Sites that fall short of 85% of the summer attendance target in the first week will be required to submit an aggressive student recruitment and retention plan for the remainder of the summer and reallocate budget funds appropriately to reflect actual attendance numbers.



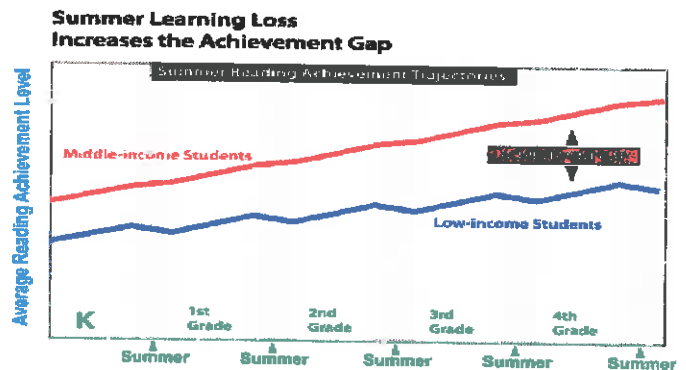
www.campphoenix.org
info@campphoenix.org 916-208-1462

MISSION

Camp Phoenix is summer school, reimagined. We empower low-income youth through academics, outdoor discovery, and personal growth to become leaders within their communities. Our 3-week, overnight summer immersion program blends the fun of sleepaway camp with the rigor of exploratory learning to propel middle-school students into the next school year and beyond. Throughout the year, we provide an additional 50 hours of learning and discovery through weekend excursions to Bay Area nature spaces and science museums.

THE SUMMER OPPORTUNITY GAP + WHY EVERY CHILD DESERVES A MEANINGFUL SUMMER

Studies show that while children from middle-income households make academic gains during the months out of school, students growing up in low-income communities lose about two months of learning each summer. Research shows that despite the difference in income levels, children learn at the same rate during the school year. However, without access to stimulating educational experiences, children from low-income households fall behind when public school doors close. **By the ninth grade, summer learning loss accounts for two-thirds of the gap in educational achievement between students in low-income communities and their peers in middle-income communities.**



THE CAMP PHOENIX PROGRAM

Founded in 2012, Camp Phoenix directly addresses the opportunity gap. The camp brings more than 80 low-income youth to our campsite in San Gregorio each summer. Campers receive individualized instruction in exploratory math, science and literacy groups, with a ratio of 3 students to 1 adult. Throughout the day, they engage in outdoor and social-emotional learning: cooking breakfast as a team, picking berries from local farms, and learning about tide pools they observe at beaches. Through the powerful combination of academics and nature, campers prepare for the next school year, while forming identities as young leaders. Watch our [video](https://youtu.be/tkQqGwATniU): youtu.be/tkQqGwATniU



OUR IMPACT

We have seen enormous success since the launch of our program:

- Our campers gain on average two months of learning equivalency in reading and math;
- 95 percent of campers report increased confidence in academics year-round; and
- 90 percent of families say their camper tries harder in school and takes more responsibility.

“The students who attended Camp Phoenix came back in the fall raring to go. They were mature, hardworking, and focused on school. They had also developed a real sense of community and excitement about both camp and school. This year, our sixth grade has been significantly more academically focused than last year. I have no doubt that Camp Phoenix played a role in our growth.”

-Principal Cameron Stephenson, Greenleaf Middle School, 2014



www.campphoenix.org
info@campphoenix.org 916-208-1462

LEADERSHIP TEAM

Jacqueline Soohoo, Co-Founder and Executive Director at Camp Phoenix. Jacqueline has a passion for educational equity, which was ignited as a teacher at West Oakland Middle School, where she led her students to achieve the highest math scores in the district in 2009. Prior to Camp Phoenix, Jacqueline coached new teachers in the Bay Area as a Manager of Teacher Leadership and Development with Teach For America. Jacqueline graduated from the Policy, Organization and Leadership Studies program at Stanford University in 2014, earning a M.A. in Education.

James Paek, Co-Founder and Board Chair, Senior Learning Partner at Dropbox. James taught science with Teach For America and then spent three years coaching math and science teachers in Bay Area classrooms. Growing up as a low-income student, James found the power of summer programs instrumental in his own education and development. In college, he became a director with Camp Kesem, to provide a summer camp experience for children affected by a parent's cancer. James holds an M.S. in Secondary Science Education from CUNY Lehman College.

Ellen Bozzo, Board Member, Financial Consultant. Ellen has 25 years of experience in accounting and finance and over 20 years in the areas of retail, consumer goods and beverage industry. Ellen was Chief Financial Officer of Vino Volo, a retail wine bar primarily in airports, growing the company from 4 to 36 stores. During her tenure she was also Secretary, Treasurer, and a Member of the Board of Directors. Ellen holds an MBA from University of California, Berkeley, and a B.S. in Accounting from Boston College.

Maria Antonia Hernandez, Board Member and Lead PM at Target in the Consumer IoT Strategy Group. Maria Antonia is the daughter of Peruvian immigrants who invested in her development via education and made many sacrifices to do so. Because of this, she seeks to give back whenever possible. Maria Antonia currently manages strategic planning and operations of Target Open House, an experiential retail format for Target Corporate. Maria Antonia earned an M.B.A. in finance, entrepreneurship and strategy from The University of Chicago Booth School of Business School and earned a B.S. in Business Administration (Finance) from American University.

Sarah Schuppisser, Board member. Formerly the Finance Director at GO Public Schools, and Director of Institute Finance at Teach For America, Sarah now puts her skills to work as a stay-at-home parent with her daughter. She also engages in multiple volunteer positions—mentoring high school students in the area of business at BUILD East Oakland, and working with the Hillary Clinton campaign. Sarah is passionate about closing the opportunity gap for low-income youth, especially in the city she calls home: Oakland. She holds a MA in Political Science at San Francisco State University.

Allison Slater, Co-Founder, Head of People and Talent at Class Dojo. Allison is passionate about developing an enduring camp culture. She credits her own life successes to the 10 formative summers she herself spent as a camper and then as a staff member at Camp Tawonga. Previously, she served as the Teach For America-Oakland Director of Human Capital & School Partnerships, and led Learning Initiatives at an hiring tech platform, *Greenhouse*.

Galen Wilson, Board Member, Vice President, Public Sector and Infrastructure Investment Banking at Goldman Sachs. Galen is a graduate of the University of San Francisco. He became passionate about educational equity as a middle school math teacher at West Oakland Middle School. After his time teaching, Galen spent a year as a Coro Fellow in the Public Affairs program, the nation's oldest independent leadership training program. In 2011, Galen joined Goldman Sachs as a member of the Public Sector and Infrastructure investment banking team.

Devika Saxena, Director of Development at Camp Phoenix. Devika discovered her passion for education and social justice while teaching English and research skills at Breakthrough Collaborative in New Orleans, her hometown. Inspired by her experiences teaching middle school students at Breakthrough, she spent roughly nine years working in development for several high-impact education non-profits, including Teach For America and KIPP Austin Public Schools among others. Devika earned a graduate degree in South Asian Civilizations from the University of Chicago.

» Address

39931 Parada St. #B
Newark, CA 94560

» Contact

Ph: (916) 208-1462
info@campphoenix.org

» Website

www.campphoenix.org



March 22, 2018

Oakland Unified School District
900 High Street
Oakland, CA 94601

To Whom It May Concern:

This letter is to verify that all Camp Phoenix employees, volunteers, and agents working in the Oakland Unified School District summer program will have fingerprint clearance through the Dept. of Justice and FBI, and will also have TB clearance before beginning duties, July 23, 2018. Please let me know if you have any questions regarding this verification letter.

Jacqueline Soohoo
Co-Founder and Executive Director

SUMMER SCHOOL, REIMAGINED. leadership development
joyful academic learning outdoor education



PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2017-2018



Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

Services cannot be provided until the contract is fully approved and a Purchase Order has been Issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and Talent Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition, the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist

- For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
- For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact: Emails about this contract should be sent to: (required): julie.mccalmont@ousd.org

Contractor Information

Contractor Name	Camp Phoenix	Agency's Contact	Jacqueline Soohoo
OUSD Vendor ID #	I006711	Title	Executive Director
Street Address	39931 Parada Street #B	City	Newark
Telephone	916-208-1462	State	CA
		Zip	94560
		Email (required)	jacqueline@campphoenix.org
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Worked as an OUSD employee?	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	June 1, 2018	Date work will end	August 10, 2018	Other Expenses	
Pay Rate Per Hour (required)		Number of Hours (required)			

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
4124	21st CCLC		5825	\$ 5,850.00
			5825	\$ 0.00
			5825	\$ 0.00
Requisition No. (required)	Total Contract Amount			\$ 5,850.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

- OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

1.	Administrator / Manager (Originator)	Name	Julie McCalmont	Phone	510-879-2709
	Site/Department (Name & #)	922/Community Schools and Student Services Department		Fax	510-879-4605
	Signature			Date Approved	5/22/18
2.	Resource Manager, if using funds managed by:	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Community Schools & Student Services <input type="checkbox"/> Risk Mgmt			
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature			Date Approved	5-22-18
3.	Network Superintendent/Deputy Network Superintendent				
	Signature			Date Approved	5.22.18
4.	Chiefs / Deputy Chiefs	Consultant Aggregate	<input type="checkbox"/> Under <input type="checkbox"/> Over \$		
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature			Date Approved	
5.	Superintendent, Board of Education Signature on the legal contract				
Legal	Required if not using standard contract	Approved	Denied - Reason	Date	
Procurement	Date Received		PO Number		

SAM Search Results
List of records matching your search for :

Search Term : camp* phoenix*
Record Status: Active

No Search Results