

| Board Office Use: Legislative File Info. | |
|------------------------------------------|---------|
| File ID Number | 14-1129 |
| Introduction Date | 6/25/14 |
| Enactment Number | 14-1054 |
| Enactment Date | 6/25/14 |



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To The Board of Education

From Gary Yee, Ph.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by Procurement)

Subject Professional Services Contract -
 _____ (contractor, City State)
 _____ (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Destiny Arts Center. Services to be primarily provided to Family, School, and Community Partnerships for the period of 5/15/2014 through 8/15/2014.

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

OUSD's 21st Century Community Learning Center grants for elementary and middle school sites 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 existing after school lead agency partners to provide enhanced and increased summer services at schools that will operate Title 1 funded morning academic programs. The community partner will provide an additional 3 hours of afternoon enrichment so students can participate in a full day, 6 hour program.

Discussion
One paragraph summary of the scope of work.

Ratification by the Board of Education of a Professional Services Contract between the District and Destiny Arts Center, Oakland, 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; work collaboratively with the summer school to provide afternoon enrichment, physical activity, and support services, enabling students to participate in a full 6-hour, daily summer learning program at Peralta Elementary School for the period of May 15, 2014 through August 15, 2014, in an amount not to exceed \$33,640.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and Destiny Arts Center. Services to be primarily provided to Family, School, and Community Partnerships for the period of 5/15/2014 through 8/15/2014.

Fiscal Impact Funding resource name (please spell out) 4124 / 21st CCLC
 _____ not to exceed \$ 33,640.00

Attachments

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Commercial General Liability Insurance Certification
- TB screening documentation
- Statement of qualifications

| | |
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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between the Oakland Unified School District (OUSD) and Destiny Arts Center (CONTRACTOR). 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:

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 5/15/2014 or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400, whichever is later. The work shall be completed no later than 8/15/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Thirty Three Thousand, Six Hundred Forty Dollars (\$33,640.00). 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 the 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 the District and in that case must be replaced by CONTRACTOR without delay.

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- 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 \$.
- 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.

- 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/Family, School, and Community Partnerships
Address: 746 Grand Avenue
Oakland, CA 94610
Phone: (510) 273-1576

CONTRACTOR:

Name: Destiny Arts Center / Cristy Johnston Limón
Title: Executive Director
Address: 970 Grace Avenue
Oakland, CA 94608
Phone: (510) 597-1619

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. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. 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.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and a statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

9. 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.

10. Insurance:

1. Commercial General Liability Insurance: 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 One Million Dollars (\$1,000,000) per occurrence for 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.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

11. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
 13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the 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, the 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 or sexual orientation
 14. **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 drugs on these sites.
 15. **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.
 16. **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.
 17. **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.
 18. **Termination:** OUSD may at any time terminate this Agreement upon 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.
 19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 1. **Tuberculosis Screening**
 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 contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial:
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
20. **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.
 21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the 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).

Professional Services Contract

- 22. **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.
- 23. **Confidentiality.** The 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 student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

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.
- 25. **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.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **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.
- 29. **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.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of 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.epls.gov/eplis/search.do>)

Summary of terms and compensation:

Anticipated start date: 5/15/2014 Work shall be completed by: 8/15/2014 Total Fee: \$ 33,640.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

6/26/14
Date

6/26/14
Date

CONTRACTOR

[Signature]
Contractor Signature

5/28/14
Date

CRISTY JOHNSONS WILSON, EXECUTIVE DIRECTOR
Print Name, Title

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Ratification by the Board of Education of a Professional Services Contract between the District and Destiny Arts Center, Oakland, 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; work collaboratively with the summer school to provide afternoon enrichment, physical activity, and support services, enabling students to participate in a full 6-hour, daily summer learning program at Peralta Elementary School for the period of May 15, 2014 through August 15, 2014, in an amount not to exceed \$33,640.00.

SCOPE OF WORK

Destiny Arts Center will provide a maximum of hours of services at a rate of \$ per hour for a total not to exceed \$ 33,640.00. Services are anticipated to begin on 5/15/2014 and end on 8/15/2014.

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.

This contractor will work in partnership with the Title 1-funded morning summer school program in order to provide an additional three hours of afternoon enrichment, including STEM learning, physical activity, arts learning, and other summer learning opportunities for students. Program activities will be based on youth development best practices, and will be modeled after successful after school enrichment services provided by the contractor. Participating students will be able to experience a full day, 6 hour summer learning opportunity as a result of the partnership between the contractor and the morning summer school program. The contractor will abide by all 21st Century grant requirements detailed in the standard after school Lead Agency MOU. Specific summer program activities are outlined in the attached Summer Program Plan.

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 offered in partnership with the school and community organization. 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.)

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: _____
 - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 1. Relevant page of SPSA 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 SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-



CERTIFICATE OF LIABILITY INSURANCE

OP ID: HC

DATE (MM/DD/YYYY)

05/28/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

| | | |
|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------|------------------------------------------------------------------------------|
| PRODUCER Cook, Disharoon & Greathouse 1900 Embarcadero #206 Oakland, CA 94606-5231 David D. DeMeter | 510-437-1900 | CONTACT NAME: Andrea Noguera |
| | | PHONE (A/C, No, Ext): 510-437-1900 FAX (A/C, No): 510-437-1979 |
| | | E-MAIL ADDRESS: anoguera@cdginsurance.com |
| | | PRODUCER CUSTOMER ID #: DESTAR1 |
| | | INSURER(S) AFFORDING COVERAGE |
| INSURED Destiny Arts Center Attn: Eden Feil 970 Grace Avenue Oakland, CA 94608 | INSURER A : Nonprofits Insurance Alliance | |
| | INSURER B : ACE American Insurance Company | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|-----------------------------------------------------------------------------------------------------------|-------------------------------------|----------------|-------------------------|-------------------------|-------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> GENERAL LIABILITY | <input checked="" type="checkbox"/> | 201413069NPO | 05/13/14 | 05/13/15 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | MED EXP (Any one person) \$ 20,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | | | | GENERAL AGGREGATE \$ 3,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| | | | | | | \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY | | 201413069NPO | 05/13/14 | 05/13/15 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | | \$ |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | \$ |
| | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB | <input checked="" type="checkbox"/> | 201413069UMBPO | 05/13/14 | 05/13/15 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> EXCESS LIAB | | | | | AGGREGATE \$ |
| | <input type="checkbox"/> CLAIMS-MADE | | | | | \$ |
| | <input type="checkbox"/> DEDUCTIBLE | | | | | \$ |
| | <input type="checkbox"/> RETENTION \$ | | | | | \$ |
| | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | WC STATUTORY LIMITS OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> | N/A | | | E.L. EACH ACCIDENT \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| A | Directors/Officers | | 201413069DONPO | 05/13/14 | 05/13/15 | Aggregate 1,000,000 |
| B | Accident | | PTPN04212666 | 05/23/14 | 05/23/15 | Aggregate 100,000 |

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

CERTIFICATE HOLDER

CANCELLATION

| | |
|-------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| OAKUSD Oakland Unified School District 900 High Street Oakland, CA 94606 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

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NOTEPAD:

HOLDER CODE **OAKUSD**
INSURED'S NAME **Destiny Arts Center**

DESTAR1
OP ID: HC

PAGE 2
DATE **05/28/14**

Oakland Unified School District is included as Additional Insured per the attached policy form #CG2026 0704, provided it is required in a written contract between the Named Insured and a Certificate Holder.



DESTINY
ARTS CENTER

Oakland Unified School District
900 High Street
Oakland, CA 94606

May 27th, 2014

This letter is to verify that all staff and employees working at Destiny Arts Center have received DOJ and FBI live scan tests. All employees have been cleared to teach in Oakland Unified School District as per the district requirements. If you have further questions or are in need of additional information I can be contacted by phone or email.

Sincerely,

Salim Rollins
Outreach Programs Director
salim@destinyarts.org

970 Grace Avenue
Oakland, CA 94608

510.597.1619
destinyarts.org



OUSD Summer 2014 Lead Agency Program Plan
Summer Hub: _____

SECTION 1: Lead Agency Information

| | | |
|---------------------------------------|---------------------------------------------------------|-------------|
| Lead Agency Name: Destiny Arts Center | Lead Agency Address: 970 Grace Avenue Oakland, CA 94608 | |
| Lead Agency Phone: 510-597-1619 | Lead Agency Fax: 510-597-1620 | |
| Main Contact Person: Salim Rollins | Email: salim@destinyarts.org | Phone: same |

SECTION 2: Description and Rationale for selection of Lead Agency

Please provide a narrative description of the agency that is managing the summer program. Describe the agency infrastructure and systems of support that will support your agency's successful implementation of summer programming.

Destiny Arts Center provides innovative after-school, weekend and summer violence prevention programming that integrates performing and martial arts with practical awareness and conflict resolution skills. Our purpose is to teach children and young adults tools to inspire positive and effective participation in their schools and communities. As a 25 year-old Oakland institution, Destiny has developed a strong reputation as a leader in the Bay Area youth development arena. For the past twelve years Destiny has run *Camp Destiny*, a highly successful program funded through Oakland Fund for Children and Youth. *Camp Destiny* builds an inclusive, high-energy community for 7 – 12 year olds. Youth learn hip hop dance, martial arts, visual arts, theater, and peace-building. All activities take place at our North Oakland community arts center and each week culminates in a dynamic performance for friends and families. In terms of programmatic leadership and infrastructure, Artistic Director, Sarah Crowell and Outreach Programs Director, Salim Rollins, who will collectively administer the program, have 40 years of combined experience working in youth development. Destiny Teaching Artists are hired according to their demonstrated dedication to and experience with facilitating youth programs, in addition to a minimum of 3 years of arts teaching experience. Our Teaching Artists also bring a wealth of experience from their respective fields as professional artists and dedicated educators. Additionally, Destiny provides ongoing training and support to develop our artists further as leaders in the field of arts education.

SECTION 3: Lead Agency Mission

Please describe your agency's mission. Describe how serving as a Summer Lead Agency for OUSD summer programs fits into your agency's mission, vision and/or goals.

Destiny Arts Center exists to end isolation, prejudice and violence in the lives of young people. We believe young people experience or perpetrate violence due to isolation and prejudice of all kinds, and that these factors increase feelings of despair, anger, and/or depression, all of which may lead to aggression. We have found that, to be most effective, programs must reach young people where and when they are most in need — in their neighborhoods and during after-school, weekend and summer hours. These goals have led Destiny to support OUSD in a number of recent initiatives in the last year including in-kind professional development training for the restorative justice department; in-kind evaluation, assessment and research support for African-American Male Achievement, professional development workshops for Bridging the Bay conferences; and enrichment workshops for OFCY recipients. These partnerships have strengthened our relationship with OUSD and we are interested in nurturing that relationship by providing more direct service for the district.

SECTION 4: Summer Program Quality Team

Each summer lead agency is expected to have a Summer Program Quality Team comprised of key individuals who will lead your agency's summer program planning, and work in partnership with OUSD to ensure program quality. Please list the members of your agency's summer program quality team. This team should include 2-4 key stakeholders involved in the planning, implementation, and assessment of the summer program. In addition to the Summer Site Coordinator, team members may include an Agency Director, and key summer program staff. **Please designate a quality team leader with an asterisk (Example: Jamie Smith*).** The team leader is considered to be the project liaison and will be the main person responsible for corresponding with OUSD and Partnership for Children and Youth staff.

| Name | Title | Email | Phone |
|------------------|-----------------------------|---------------------------------|----------------------|
| Salim Rollins* | Summer Lead Agency Director | salim@destinyarts.org | 510.597.1619 xt. 107 |
| Sherice Tyler | HUB Site Coordinator | sherice.t-brown@ebac.org | 510.501.6926 |
| Jesse Strauss | HUB Site Assistant | jesse@destinyarts.org | 510.597.1619 xt. 104 |
| Rosette Costello | School Principal | rosette.costello@ousd.k12.ca.us | 510.654.7365 |

SECTION 5: Summer Program Quality Learning Community Meetings, Trainings, and Professional Development

Summer Lead Agency partners will be expected to participate in three strands of summer professional development provided by OUSD in collaboration with Partnership for Children and Youth (PCY):

Strand 1: Summer Learning Community meetings will occur on a monthly basis (January-October 2014) for all summer lead agency directors and site coordinators. These required meetings will support agencies and program sites in planning, implementation, technical assistance, and evaluation of summer programs. The Summer Learning Community meeting schedule will be distributed to selected summer lead agency partners in December.

Strand 2: Line staff trainings for summer program staff: OUSD will leverage district and community resources to provide approximately 15 – 18 hours of additional summer training focused on topics such as high quality summer STEM, physical activity, and enrichment. A schedule of trainings for summer program staff will be provided by March, and trainings will occur between April – June. Summer program staff will be required to attend these summer trainings. (Bechtel Summer STEM projects will also have up to an additional 16 hours of STEM training, in addition to these line staff trainings)

Strand 3: Summer Conferences: PCY will host two important summer conferences that summer lead agencies should plan to attend. These conferences are free, and agencies will need to register staff directly through the Partnership for Children and Youth website (www.partnerforchildren.org).

- January 10: Summer Leadership Conference for Agency Directors and Site Coordinators
- May 9: Summer Conference for program staff

Assurances: (please initial each item)

SR I understand that as a Summer Lead Agency partner, our Summer Site Coordinator(s) and agency director will be required to participate in a monthly Summer Learning Community, co-facilitated by Partnership for Children and Youth and OUSD.

SR I understand that each of my summer program staff members will be required to attend 15 – 18 hours of training that will build their capacity to implement high quality summer enrichment and academic programming.

SR I will allocate summer contracted funds and in-kind agency funds, as needed, to ensure that my staff attend all required summer meetings and trainings detailed above.

SR I am applying to be a summer lead agency partner because my agency has capacity to deliver high quality summer enrichment and academic programming to OUSD students. In addition to the meetings and trainings listed above, my agency will provide our summer staff with adequate youth development training, planning time, coaching, and support before summer begins and over the course of the four-week summer program so that staff can deliver high quality services to students. My agency is committed to strengthening the youth development practices of our summer staff.

Agency Professional Development Plans

Please detail below your agency's own professional development plans and schedule for summer staff.

2:20pm – 2:25pm: transition to 3rd period class

2:25pm – 3:10pm: 3rd period classes (x6)

3:10pm - 3:15pm: Closing Circle

3:15pm – 3:30pm: Staff Transitions youth to pickup. 3rd period staff stay with their class through pickup

- The schedule on the first day of the program will be shifted to include 15 minutes prior to the start of classes for a community meeting to introduce the program, Destiny Arts Center and our organizational and program vision, the Teaching Artists and their respective disciplines, and the general program expectations/agreements.
- each class will have a set Monday/Wednesday and Tuesday/Thursday schedule. The Friday schedule will include an assembly for special guest presentations and a performance at the end of each 2-week cycle

SECTION 7: Summer Curriculum

Over the course of the next six months, summer lead agency partners will receive guidance and training on developing summer program plans. We are interested in learning about your current ideas for high quality summer programming and the curriculum/resources you plan to utilize. In the boxes below, please describe your plans for summer academics, enrichment, physical activity, and community building.

Hands-on Academic Activities: (please describe your planned academic activities, including learning goals and curriculum/resources you will use to ensure high quality programming that supports students' application of math, reading, writing, science, and/or critical thinking skills)

Destiny has been at the forefront of arts integrated teaching strategies in the Bay Area in recent years. Artistic Director, Sarah Crowell is a on the faculty of ACOE's Integrated Learning Specialist Program whereby "participants explore concepts in math, science, history and language arts through two arts disciplines, investigating the different ways that creative arts help students formulate questions, synthesize, and express learning in core subjects." This foundation has prepared us to integrate core curriculum standards into our pre-existing violence prevention and performing/movement arts curriculum. A primary tool that we will utilize this summer is making learning visible whereby Teaching Artists will highlight the techniques and methods that students learn by drawing attention to specific vocabulary associated with the methods and posting the vocabulary within the room or outdoor space when possible.

Enrichment Activities: (please describe your planned enrichment activities, including learning goals, and curriculum/resources you will use to ensure high quality youth development programming)

Destiny's innovative enrichment programs provide skills training in dance, martial arts and performance, as well as tools for confidence, leadership and expression through our esteemed violence prevention curriculum. Our violence prevention curriculum is the foundation of our in-school programs, but our diverse array of movement disciplines are the vehicles through which the work is accomplished. Our talented instructors have often trained professionally for years, honing their skills and are leaders in their respective fields. Destiny is pleased to offer the following movement and performance arts at our OUSD summer hub site in 2014:

- Hip Hop dance
- Martial Arts
- Theater Arts
- Salsa dance (2 of the 4 weeks)
- Gardening (2 of the 4 weeks)
- Arts & Crafts
- Outdoor Recreation

Our learning goals will be aligned with our violence prevention curriculum as well as the integrated academic component, which will be developed I the coming months. They include:

- Students understand the 5 fingers of violence prevention

- Students dance, theater or martial arts skills improved
- Students are more physically fit and have more energy
- Students have more positive relationships with their peers
- Students have learned new vocabulary relevant to the discipline they've studied
- Students are able to use new vocabulary to reflect on the art they've studied and comment on its cultural and/or historic orientation

Physical Activity: (please describe your planned physical activities, including learning goals and curriculum/resources you will use to ensure well-structured, moderate-rigorous daily physical activity for all students)

In our case the enrichment programming is also the physical activity that the students will engage in. A central component of every dance and martial arts lesson plan includes stretching, a warm up and vigorous exercise during the skills building section. Classes will also include training and preparation for performance etiquette.

Community Building: (please describe what community building activities you will integrate into your program schedule, and what curriculum/resources you will use to ensure high quality community building activities; please include planned "Summer Bridge" transition support activities for middle schools serving incoming 6th graders)

Our Teaching Artists experience up to 26 hours of training over the course of the school year. Through this process we dedicate a lot of time to establishing a classroom culture of peace and welcome. Teaching Artists are trained in numerous time-tested community-building activities and are given strategies to assist in their proper implementation. These strategies include learning when to facilitate specific activities in response to the specific mood and need of the student group. Teaching Artists learn the concept of energizing, focusing and calming community building activities and how any activity can fit in one or multiple categories. When community-building activities are facilitated in an intentional way, Teaching Artists are able to move towards the ultimate goal of creating a classroom culture of peace and welcome.

SECTION 8: Summer Program Recruitment Strategies and Timeline

Briefly describe your anticipated summer program student recruitment activities and timeline. (please note that OUSD and PCY will give you additional guidance regarding summer program recruitment) Additionally, please respond to the following questions:

As a Summer Lead Agency partner for an OUSD Summer Program "Hub", you will be responsible for recruiting summer program participants from all the feeder schools that will feed into your summer hub (potentially 1-3 other schools in addition to the host site where the summer program will take place).

- a) How would you work to ensure equitable enrollment of students from all the feeder schools into the summer hub?
- b) Considering that you may not be the after school lead agency partner at some of these feeder schools, how would you work collaboratively with the other lead agency partners and school leadership teams at the feeder schools to streamline summer recruitment processes and ensure that students who most need summer services receive it?

Through our meetings with Principal, Rosette Costello, we established that Rosette would take the lead on recruiting students from the feeder sites. Rosette hand delivered Summer School application forms to each of the feeder sites. Applications continue to come in and based on the initial responses we may be serving youth in grades k – 4th. This has yet to be confirmed.

SECTION 9: 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.

Important Note: Summer program staff will be expected to attend 15 – 18 hours of OUSD summer line staff trainings.

The Summer Site Coordinator and summer program staff must be hired no later than April 4.

| Program Staff Name | Email | Current After School Site where he/she works | Anticipated summer program hub site | Did he/she work in an OUSD Summer Program last year? |
|--------------------|-------------------------|----------------------------------------------|-------------------------------------|------------------------------------------------------|
| Paula Dewart | pauladewart@yahoo.com | Westlake MS & Peralta ES | Peralta | No |
| Rakeem Richard | kurokata@aol.com | Hoover ES & Stege ES (WCCUSD) | Peralta | No |
| Chia Julie Okwu | chiamakaohwu@gmail.com | Manzanita Community School | Peralta | No |
| Thomas Arndt | tr.arndt@gmail.com | Montclair ES | Peralta | No |
| Jujuana Williams | ju_oak@yahoo.com | Valley View ES (WCCUSD) | Peralta | No |
| Gabriela Gebhardt | grrgebhardt@gmail.com | Peralta ES | Peralta | No |
| Ellen Oppenheimer | eoquilter@sbcglobal.net | Peralta ES | Peralta | No |

Summer Staff Recruitment

Please indicate how many total staff vacancies you anticipate you will need to fill in order to fully staff your proposed Summer Hub(s): 0

All summer program staff must be hired by April 4 in order to participate in initial summer trainings that may take place during the Spring Break in mid-April.
Important Reminder: Summer program staff will be expected to attend 15 – 18 hours of OUSD summer line staff trainings.

- a) Please describe your planned staff recruitment strategies to hire highly qualified individuals for OUSD Summer Program Hubs.
 Half of the summer staff are current Destiny Teaching Artists with a minimum of six years of professional teaching experience. We collaborated with Peralta's principal and Afterschool Coordinator, both of who will maintain their positions for the summer program, to maintain 2 key enrichment staff members who work at Peralta during the school year. Lastly, we recruited our Recreation Specialist through our administrative contacts at Playworks.
- b) Please summarize some of the key qualifications and characteristics your agency will look for in hiring highly qualified summer program staff.
 All Destiny staff Teaching Artists are required to have a minimum of three years teaching experience. As a part of our hiring process we conduct an observation class in order to vet Teaching Artists with strong classroom management and communication skills as well as a mastery of their given craft.

SECTION 10: Summer Lead Agency In-Kind Contributions and Leveraged Resources:

Please describe what additional resources your agency will leverage in order to support high quality summer programming at OUSD Summer Hubs.

Destiny will leverage \$7,500 from a grant we've received from Oakland Fund for Children and Youth to support our summer HUB program.

Important Note:

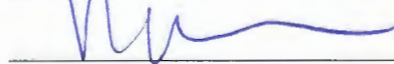
OUSD Summer Programs are free programs. Summer Lead Agencies **cannot** charge a summer program fee to participating families for program costs or field trip costs.

Revised: 3/7/14

Signature of Summer Lead Agency Director: _____



Signature of Principal of Summer Hub host site: _____



21ST CENTURY SUMMER BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 04.2013

| | | | |
|-------------------------------|---------------------------|-----------------------|-----------------------------------|
| Site Name: | Peralta Elementary School | 21st CCLC Grant Funds | Lead Agency In-Kind Contributions |
| Site #: | 102 | | |
| Lead Agency | Destiny Arts Center | | |
| TOTAL CONTRACTED FUNDS | | \$33,640 | \$7,500 |

BOOKS AND SUPPLIES

| | | | |
|------|--------------------------------------------------------------------------------|---------|-----|
| 4310 | Supplies (can be purchased by lead agency for summer supplemental programming) | \$2,000 | |
| 4310 | Curriculum | | |
| 5829 | Field Trips (fees, supplies) | | |
| | Bus tickets for students | | |
| | Rental bus for field trips | | |
| | Snacks | \$250 | |
| | Incentives | | |
| | Family Night supplies | | |
| | | | |
| | | | |
| | Total books and supplies | \$2,250 | \$0 |

CONTRACTED SERVICES

| | | | |
|------|------------------------------------------------------------------------------------------------|----------|-----|
| 5825 | Site Coordinator (list here if CBO staff) | \$5,000 | |
| 5825 | Academic Instructors | | |
| 5825 | Enrichment Facilitators | \$24,674 | |
| | STEM Instructor(s) | | |
| 5825 | Subcontractors (please list each specific subcontracting agency) | | |
| 5825 | Professional Development | \$1,350 | |
| 5825 | OUSD Professional Development Workshops for Summer HUB enrichment providers on June 16th, 2014 | \$2,000 | |
| 5825 | | | |
| 5825 | | | |
| 5825 | | | |
| | Total services | \$33,024 | \$0 |

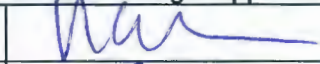
IN-KIND DIRECT SERVICES

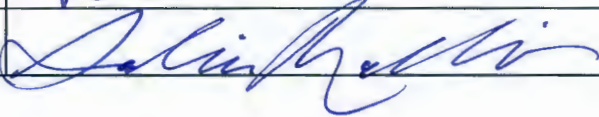
| | | | |
|--|----------------------------------------------|--|---------|
| | DAC Outreach Programs Director | | \$2,589 |
| | DAC Outreach Assist | | \$1,500 |
| | Balance Remaining from 21st CCLC Grant Funds | | \$3,045 |

2012-2013 Elementary/Middle School After School Program Budget

| | | | |
|------------------|-----------------------------------------------------------------|-----------------|---------|
| | | | |
| | | | |
| | Total value of in-kind direct services | | \$7,080 |
| SUBTOTALS | | | |
| | Subtotals DIRECT SERVICE | \$35,274 | \$7,080 |
| | Allowable lead agency admin (at 4% of contracted funds or less) | \$1,411 | |
| TOTALS | | | |
| | Total budgeted per column | \$36,685 | |
| | BALANCE remaining to allocate | -\$3,045 | |

Required Signatures for Budget Approval:

Principal: 

Lead Agency: 



[PROGRAMS](#) [IMPACT](#) [MEDIA](#) [ABOUT US](#) [SUPPORT](#)

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MISSION & VISION

Destiny Arts Center moves young people to peace. When we are successful, young people value themselves and others. We succeed when young people are mindful of the ways their words, actions, and attitudes affect their communities, and the world. They respond rather than react to situations; teach and practice love rather than violence; honor people from different backgrounds and experiences equally; and are active participants in their communities.

Destiny Arts Center exists to end isolation, prejudice and violence in the lives of young people.

We accomplish our mission by:

- Offering skills training to youth, ages 3-18, through after-school, weekend and summer programs in the performing and martial arts, and violence prevention at our main site, and in outreach programs at local schools and community centers.
- Providing youth with caring adult mentors.
- Supporting youth in developing an individualized series of artistic expression.
- Giving youth opportunities to share a message of peace and empowerment through performances, events, and workshops.
- Nurturing the physical, emotional and spiritual development of young people.

**I CAN SPOT
A DESTINY
ARTS
DANCER
FROM A
MILE
AWAY...THEY
VIEW
PERFORMANCE
AS A FORUM
FOR
EXPRESSING
THE BEST
PARTS OF
THEMSELVES.**

LINDA CARR
DANCE DIRECTOR,
BERKELEY HIGH SCHOOL

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OUR VALUES & BELIEFS

We value:

- The principles of love, respect, care, responsibility, honor, and peace as embodied in Destiny's Warrior's Code.
- Building and sustaining a diverse and inclusive community.
- Being able to provide services to youth regardless of their families' ability to pay.

We believe:

- That youth are inherently good.
- That based on the social and political climate of today, young people experience isolation, violence, and prejudice in their lives.
- That youth respond favorable to love and positive reinforcement.
- That everyone has a unique voice and that each voice is equally important.
- That when communities take active responsibility for the struggles as well as the successes of all its young people, youth, and thus communities, are more likely to thrive.

OUR HISTORY

More than two decades ago, our founders had a dream: to create a space where young people could learn to prevent violence in their lives and share a message of peace with their communities. Our founding Executive Director, Kate Hobbs, was adamant that all youth learn the basic skills needed to keep themselves safe. She and founding Martial Arts Director Sifu Anthony Daniels, both black-belt martial artists, worked together to create Destiny Arts Center (**De-Escalation Skills Training Inspiring Non-violence in Youth**), tailoring it to meet the unique needs of Oakland's children. In 1988, Destiny began programs at local elementary schools, providing intensive martial arts and de-escalation training during after-school hours.

The program quickly expanded into center-based after-school and weekend programs for youth ages 3-18 in traditional martial arts— which included meditation, rigorous physical training, sparring and judo within a formal belt-system, and skill building for peaceful conflict resolution.

In 1990, in an effort to provide even more relevant, movement-based violence prevention programming, Sarah Crowell was invited to set the groundwork for Destiny's now vibrant dance program. All dance and martial arts students learned the tenets of the Warrior's Code and the practical self-defense and conflict resolution skills which would become our Five Fingers Violence Prevention curriculum

In 1993, Crowell and Hobbs formed the Destiny Arts Youth Performance Company (DAYPC). The Company mingled the performing and martial arts with philosophies of nonviolence to create original thought provoking performance pieces that highlighted young peoples' fears and hopes, increasing social awareness and promoting social change.

Our center's programs continued to grow and now serve hundreds of youth during after-school, weekend and summer hours when youth are most at risk for harmful behavior. Each year, thousands of children and adults attend Destiny Arts Center workshops, performances and events led by our professional instructors and students. Our many dedicated volunteers are also essential to our success. Together, we've built Destiny Arts Center into a leading violence prevention, youth development and arts education center that directly serves over 4,000 young people annually.



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WHAT A BRAVE BAND OF DETERMINED SOULS IS DESTINY!

ALICE WALKER
AUTHOR, POET,
FEMINIST, AND ACTIVIST

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"This was my first time having the pleasure to work with Destiny Arts. It was the best decision that I have ever made for my students. You have a very talented team and my students were enriched by their gifts. Thank you!"

- **Eddie Scruggs Smith**, *Principal, Stege Elementary School, Richmond*

OUR PROGRAM

RATES & PACKAGES

[Overview](#) | [Movement Disciplines](#) | [Program Structure](#) | [School Partners](#) | [Program Packet](#)

OVERVIEW

Destiny Arts Center has provided after and in school programming to over 70 Bay Area schools since 1988. Our unique program combines movement disciplines with skills training in violence prevention, empowering students to a deeper

understanding of themselves, their surroundings and the community. Students in Destiny's school programs walk away with peaceful alternatives to violence and a greater sense of confidence. For some, there is even a marked shift from negative to positive role-modeling.

The core of Destiny's school program is based on our Five Fingers of Violence Prevention Curriculum. Instructors are vetted and trained in the most effective ways to combine their movement disciplines with the tenets of the curriculum. Instructors meet bi-monthly in half-day sessions to review strategies, discuss solutions, and learn from one another the most effective ways to elicit peaceful change and positive growth for all their students. The program uses a combination of group-building games, violence prevention skills training and one or more movement disciplines to achieve powerful results.

[Watch video of Destiny school-based programs in action.](#)

MOVEMENT DISCIPLINES

Our violence prevention curriculum is the foundation of our in-school programs, but our diverse array of movement disciplines are the vehicles through which the work is accomplished. Our talented instructors have often trained professionally for years, honing their skills and are leaders in their respective fields. Destiny is pleased to offer the following movement disciplines. We are continually working to improve and increase our offerings, so please contact us if you would like a program in a discipline not listed below.

DANCE

Hip Hop – Modern – African – Afro-Brazilian – Creative Movement – Breakdancing

Destiny Arts Center has been at the forefront of youth dance in the East Bay for over twenty years. All of our dance classes are structured to strengthen dance technique in a variety of forms while teaching community awareness and conflict resolution skills. Through the process of a Destiny dance class, students gain body awareness, learn components of choreography and develop the confidence necessary to perform.

MARTIAL ARTS

Kung Fu – Karate – Aikido – Capoeira – Tai Chi

Martial arts helps instill discipline, mental focus and physical development. Through the exercises, sequences, forms and philosophies associated with these disciplines, students develop confidence and self-esteem. The practice of Aikido, for example, instructs students in their ability to receive an attack and harmlessly redirect it. Classes also offer an historical overview of the discipline which helps students broaden their world view. Capoeira includes an introduction to capoeira instruments and call and response songs.

THEATER ARTS & SPOKEN WORD

Theater Arts helps open the lines of communication among students and creates a forum for honest self-expression. Through theater arts and performance, youth develop critical oratory skills and become more confident performing in front of others. Spoken word is a contemporary form of performance poetry that draws from hip hop culture and places emphasis on personal and/or social narrative and commentary.

THE AFRICAN ROOTS OF HIP HOP

This special class explores dance from Africa and the African Diaspora through the lens of contemporary hip hop. African dance and music has had a profound influence on many contemporary dance styles including hip hop, modern, dancehall, salsa, samba and other forms. Typically the class will include multiple instructors who each specialize in one African/Diasporic dance style. Classes address the technique, culture, history, and modern application of each of the presented dance styles. As a result, students are able to experience the diversity and complexity of these distinct yet inter-related and influential dance styles. To receive the full benefit of this residency, we recommend a one-month minimum.

YOGA

The ancient art/science of yoga combines various physical postures with intentional breathing. Yoga brings flexibility, strength and deep relaxation to the body and mind. Yoga has proven to increase focus, decrease stress and foster self-reflection among students.

PROGRAM STRUCTURE

School residencies can be customized to fit the needs of a particular school or district. We have recommended packages developed to achieve maximum results in a one to nine month time frame. Residency classes typically run for one to two hours and meet once or twice a week. The majority of our packages also include one or two school-based performances and two off-site performances, hosted by Destiny Arts Center. We have found that showcasing student work promotes motivation, confidence and accountability.

Programs are most successful at schools that can make a large, open space available to our movement-based programs. Gyms, auditoriums, multipurpose rooms or large classrooms are preferred. Ideally, schools will also be able to provide equipment for their desired program, such as a sound system, theater props/costumes or crash pads. However, these supplies can also be added to the program budget as needed. Finally, we recommend schools add Destiny T-shirts to their budget to help reinforce classroom values and camaraderie.

For schools interested in a single class session, we offer **Community Workshops**, structured to address specific objectives.

SCHOOL PARTNERS

Destiny Arts Center has worked with over 70 schools in the Bay Area since 1988. During the 2011-12 academic year, Destiny will reach over 700 youth in 18 Oakland and East Bay schools. By serving young people in their own communities, Destiny is able to bring its proven violence prevention and movement curriculum to children most in need of movement and enrichment programming. Destiny Arts Center is a strong partner for principals, administrators and teachers in their quest to provide an enriching school day in our urban communities.

- P O AMS
- Classes Camps
- Fees
- Registration
- Program Calendar
- Destiny In Schools
- Community Workshops
- Professional Development Services
- Performance Companies
- Space Rentals
- Events
- IMPACT
- Our Future
- Benefit To Communities
- Benefit To Youth
- Testimonials
- Community Resources
- MEDIA
- Photo Gallery
- Videos
- Destiny In The News
- Press Kit
- ABOUT US
- Mission Vision
- Philosophy Curriculum
- Financial Information
- Board Of Directors
- Advisory Council
- Our Donors
- Administrative Staff
- Teaching Artists
- Employment
- Publications

2013 - 2014 School Sites

Castlemont High School, Oakland
 Coliseum College Prep Academy, Oakland
 Claremont Middle School, Oakland
 Crespi Middle School, El Sobrante
 Emiliano Zapata Street Academy, Oakland
 German International School, Oakland
 Grant Elementary School, Richmond
 Greenleaf Middle School, Oakland
 Highland Elementary School, Richmond
 Hoover Elementary School, Oakland
 Korematsu Elementary School, Oakland
 Lafayette Elementary School, Oakland
 Lion Creek Crossing Residential Center, Oakland

Mills College Children's School, Oakland
 Montera Middle School, Oakland
 Oakland Technical High School, Oakland
 Peralta Elementary School, Oakland
 Riverside Elementary School, San Pablo
 Roots Academy, Oakland
 Sankofa Academy, Oakland
 Stege Elementary School, Richmond
 Valley View Elementary School, Richmond
 Vincent Academy, Oakland
 Washington Elementary School, Richmond
 Westlake Middle School, Oakland

Directions

Contact

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01 ala

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Partner

Sponsor

In addition to school-based programming, Destiny is a proud supporter of Oakland Unified School District's O SD Voluntary Resolution Plan V P which is an agreement between O SD and the Office of Civil Rights to reduce and eliminate disproportionate suspensions of African American students in order to keep them in school and make sure they graduate. V P achieves this objective by moving district schools from a culture of punishment to one of support. Destiny staff regularly attends O SD meetings and facilitates school-based discussions on the topic in order to support O SD's data collection to be used in the development of a strategic plan.

PROGRAM PACKET

We understand how difficult and time sensitive finding an excellent educational partner can be. We have therefore developed materials to help school administrators, teachers or parents share information about our programs with others. For information on how to bring Destiny Arts Center to your school, please contact **Salim Collins**, Outreach Programs Director, to set-up a meeting. We customize our programs to ensure the best fit with each school community.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2013-2014

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

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 HRSS 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 | <input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year. |
| | <input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years. |
| | <input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/portal/public/SAM/) |
| | <input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant). |
| | <input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured. |
| | <input checked="" type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract) |

OUSD Staff Contact *Emails about this contract should be sent to: (required)* Renee.McMearn@ousd.k12.ca.us

Contractor Information

| | | | | | |
|--------------------|---------------------------------------------------------------------------------------------------------|------------------|-------------------------------------------------------------------------------------------------|-------|--------------|
| Contractor Name | Destiny Arts Center | Agency's Contact | Cristy Johnston Limón | | |
| OUSD Vendor ID # | 1021398 | Title | Executive Director | | |
| Street Address | 970 Grace Avenue | City | Oakland | State | CA Zip 94608 |
| Telephone | (510) 597-1619 | Email (required) | cristy@destinyarts.org | | |
| Contractor History | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |

Compensation and Terms – Must be within the OUSD Billing Guidelines

| | | | | | |
|------------------------------|-----------|----------------------------|-----------|----------------|----|
| Anticipated start date | 5/15/2014 | Date work will end | 8/15/2014 | 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 | 9221871101 | 5825 | \$ 33,640.00 |
| | | | 5825 | \$ |
| | | | 5825 | \$ |
| Requisition No. (required) | R0411178 | | Total Contract Amount | \$ 33,640.00 |

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.epls.gov/epls/search.do>)

| | | | | | |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------|----------------|
| 1. | Administrator / Manager (Originator) | Name | Julie McCalmont | Phone | (510) 273-1576 |
| | Site / Department | 922/Family, School, and Community Partnerships Department | | Fax | (510) 273-1551 |
| | Signature | <i>Julie McCalmont</i> | | Date Approved | 5/27/14 |
| 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"/> Family, Schools, and Community Partnerships | | | |
| | <input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA) | | | | |
| | Signature | <i>Julia Ma</i> | | Date Approved | 5-28-14 |
| | Signature (if using multiple restricted resources) | | | | |
| 3. | Regional Executive Officer | | | | |
| | <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 | <i>Cristy Johnston Limon</i> | | Date Approved | |
| 4. | Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations | Consultant Aggregate Under , Over \$50,000 | | | |
| | Signature | <i>Maria Santos</i> | | Date Approved | 5-30-14 |
| 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 | | |