

Board Office Use: Legislative File Info.	
File ID Number	20-0844
Introduction Date	6/3/20
Enactment Number	20-0858
Enactment Date	6/10/2020 If



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Andrea Bustamante, Executive Director, Community Schools & Student Services Department
Julie McCalmont, Coordinator, Expanded Learning Programs

Board Meeting Date June 3, 2020

Subject Professional Services Contract
Contractor: Acta Non Verba
Services For: 922/Community Schools & Student Services Department

Action Requested and Recommendation Ratification by the Board of Education of Professional Services Contract between the District and Acta Non Verba, Oakland, CA, for the latter to provide daily summer distance learning, 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 Summer and After School Programs Office to ensure that students in need receive summer distance 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 and After School units to review progress on summer program goals; comply with 21st CCLC grant requirements for the EnCompass Academy summer hub for the period of May 27, 2020 through July 31, 2020 in an amount not to exceed \$28,405.00.

Background
(Why do we need these services? Why have you selected this vendor?)

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 daily of summer academic, enrichment, and physical activity services to OUSD students for 2 – 6 weeks over the summer. Summer services will be delivered remotely. 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: EnCompass Academy.

Competitively Bid Was this contract competitively bid? No
If no, exception: Professional Services Agreement under \$90,200.00

Fiscal Impact Funding resource(s): 21st Century Community Learning Centers Grant

Attachments

- Professional Services Contract Including Scope of Work



- Fingerprint/Background Check Certification
- Insurance Certification
- TB Screening Documentation
- Statement of Qualifications

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2019-2020

This Agreement is entered into between _____ Acta Non Verba
(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. **Term:** The term of this Agreement shall be from 5/27/2020 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$92,600 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$92,600, whichever is later) to 7/31/2020. The work shall be completed no later than 7/31/2020.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twenty Eight Thousand Four Hundred Five Dollars (\$28,405.00) [per fiscal year], at an hourly billing rate not to exceed \$0.00 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.
5. **CONTRACTOR Qualifications / Performance of Services:**
 1. **CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services identified in 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.
 2. **Standard of Care:** CONTRACTOR represents 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 and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - i. CONTRACTOR shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
 - ii. CONTRACTOR shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that CONTRACTOR or its employees may discover. CONTRACTOR shall use professional efforts in identifying any errors, inconsistencies, or omissions.
 3. **District Approval.** The work completed herein must meet the approval of OUSD and shall be subject to OUSD's general right of inspection and supervision to secure the satisfactory completion thereof.

- 6. **Certificates/Permits/Licenses/Registration:** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.
- 7. **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.
- 8. **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:

OUSD Representative:

Name: Julie McCalmont
 Site /Dept.: Community Schools & Student Services
 Address: 1000 Broadway, Suite 150
Oakland, CA
 Phone: 510-879-2709
 Email: julie.mccalmont @ousd.org

CONTRACTOR:

Name: Kelly D. Carlisle
 Title: Founder/Executive Director
 Address: 1001 83rd Ave
Oakland, CA 94621
 Phone: (510) 277-7489
 Email: kelly@anvfarm.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.

- 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. 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 (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
 - 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 with the additional insured endorsement provided to OUSD within 15 days of effective date of the Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). 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.

- 11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

- 12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s).

CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

13. **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.

14. **Termination:**

1. **For Convenience by OUSD:** 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.

2. **With Cause by District.** OUSD may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- i. material violation of this Agreement by the CONTRACTOR; or
- ii. any act by CONTRACTOR exposing OUSD to liability to others for personal injury or property damage; or
- iii. CONTRACTOR is adjudged bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONTRACTOR's insolvency.

Written notice by OUSD shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, OUSD may secure the required Services from another CONTRACTOR. If the expense, fees, and/or costs to OUSD exceeds the cost of providing the Services pursuant to this Agreement, CONTRACTOR shall immediately pay the excess expense, fees, and/or costs to OUSD upon the receipt of OUSD's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to OUSD.

Upon termination, CONTRACTOR shall provide OUSD with all documents produced maintained or collected by CONTRACTOR pursuant to this Agreement, whether or not such documents are final or draft documents.

15. **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 agents who work with students must submit to a tuberculosis risk assessment as required by Education Code 49406 within the prior 60 days. If tuberculosis risk factors are identified, CONTRACTOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the CONTRACTOR agent shall obtain an x-ray of the lungs. At his/her discretion, CONTRACTOR agent may choose to submit to the examination instead of the risk assessment.

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.

16. **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.

17. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation:

- 1. Requesting that OUSD employee(s) evaluate CONTRACTOR and 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).

18. **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.

19. **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 student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
20. **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.
21. **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/>).
22. **Severability:** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
23. **Provisions Required By Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
24. **Captions and Interpretations:** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
25. **Calculation of Time:** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
26. **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 (specifically excluding any underlying pre-existing intellectual property). OUSD may, with CONTRACTOR's prior written consent, use 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.
27. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
28. **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.
29. **Incorporation of Recitals and Exhibits:** Any recitals and exhibits attached to this Agreement are 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.

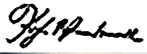
Professional Services Contract

- 30. **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.
- 31. **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.
- 32. **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.
- 33. **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.
- 34. **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.
- 35. **Indemnification:** To the furthest extent permitted by California law, CONTRACTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of or in any way related to the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend the Indemnified Parties from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of or in any way related to the performance of this Agreement. CONTRACTOR shall, to the fullest extent permitted by California law, defend the Indemnified Parties at CONTRACTOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend the Indemnified Parties. This provision survives termination of this Agreement.
- 36. **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.
- 37. **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.

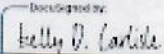
OAKLAND UNIFIED SCHOOL DISTRICT

 6/11/2020
Date

President, Board of Education
 Superintendent
 Chief or Deputy Chief

 6/11/2020
Secretary, Board of Education Date

CONTRACTOR

 5/5/2020
Contractor Signature Date

Kelly D. Carlisle
Founder/Executive Director
Print Name, Title

Form approved by OUSD General Counsel for 2018-19 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.

Agency will work in partnership with regular summer school program to expand and enhance summer enrichment and support services for students; collaborate with the summer school site to provide virtual enrichment opportunities to include: physical activity, and support services, enabling to participate in distance learning summer program; program activities based on youth development quality standards; work collaboratively with the District Summer and After School Programs Offices; conduct outreach for summer student recruitment, communicate with families regularly over the summer, fulfill OUSD grant reporting requirements including submission of summer attendance records, and maintain communication with the OUSD Summer and After School units to review progress on summer program goals; comply with 21st CCLC grant requirements for the Summer Learning Program at EnCompass Academy summer hub.

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 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 distance 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 Single Plan for Student Achievement – SPSA (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved SPSA** (no additional documentation required) – 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.

Professional Services Contract
VendorID: 006614
Vendor Name: Acta Non Verba
Summer Learning Program – EnCompass Academy

COVID Amendment

This Amendment modifies the attached Agreement, incorporated herein by reference, between the Oakland Unified School District ("OUSD") and [Acta Non Verba] ("CONTRACTOR", together with OUSD, "PARTIES").

- A. **Recitals.** Both OUSD and CONTRACTOR agree to the following recitals:
- On Friday, March 13, 2020 at 6:00pm, OUSD ceased in-person instruction at all OUSD school sites. Subsequently, OUSD cancelled in-person instruction for the remainder of the school year.
 - The Alameda County Public Health Officer issued a number of shelter-in-place orders that prohibited non-essential work and travel. These effectively prohibited, among other things, non-essential work and travel as well as in-person instruction at all OUSD school sites.
 - The Governor issued a series of Executive Orders that directed "all individuals living in the State of California to stay home or at their place of residence." As with the orders by the Alameda County Public Health Officer, these Executive Orders also prohibited non-essential work and travel as well as in-person instruction at all OUSD school sites.
- B. **Term.** Unless the term of the Agreement ends on or after August 15, 2020, the Agreement is hereby modified to authorize OUSD, at its sole discretion, to extend the term to any date up to and including August 15, 2020; provided that OUSD may only extend the term if CONTRACTOR is unable to perform under the Agreement, as modified herein, for all or part of the time that in-person instruction is prohibited. OUSD may only extend the term for the length of time that CONTRACTOR was unable to perform due to the effective prohibition against in-person instruction.
- C. **Scope of Work.** The scope of work described in the Agreement is hereby modified to enable CONTRACTOR to provide the services described in the Agreement by any means that are consistent with COVID-19-related local, state, and federal orders (including, but limited to, those referenced above in the Recitals), provided that OUSD agrees, in writing, that doing so will provide a meaningful benefit to OUSD. Only a site administrator or central office OUSD employee may give such written permission.
- D. **Invoicing.** The Agreement is modified such that, for services performed on or after March 14, 2020 and that are permitted by Paragraph C above, CONTRACTOR must first receive written permission from OUSD to invoice OUSD for such services. Only a central office OUSD employee may give such written permission; an OUSD employee assigned to a school site may not give such written permission. Any invoice submitted pursuant to this paragraph must, at a minimum, include the following for each date (on or after March 14, 2020) on which an invoiced service was performed: the date and the length of time; a description of the service performed; a description of the individual(s) who performed the service; the medium by which the service was performed (e.g., virtually); and whom at OUSD received and benefited from the service. At its discretion, OUSD may require additional information included in an invoice.

E. Electronic Signatures. This Amendment and all future amendments and supplements to the Agreement may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing party and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. This section constitutes a waiver by each party of the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

OAKLAND UNIFIED SCHOOL DISTRICT

DocuSigned by
Sandra Aguilera 5/8/2020
 Chief or Deputy Chief Date

Sandra Aguilera Chief Academic Officer

 Print Name, Title

CONTRACTOR

DocuSigned by
Kelly D. Carlisle 5/5/2020
 Contractor Signature Date

Kelly Carlisle, Founder and CEO
 Print Name, Title

 Jody London Date
 President

 Kyla Johnson-Trammell Date
 Secretary

Previously approved as to form by OUSD General Counsel

21ST CENTURY SUMMER BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 2020

Site Name:	EnCompass Elementary School	21st CCLC Grant Funds for Lead Agency	Lead Agency In-Kind Contributions
Site #:			
Lead Agency	Acta Non Verba: Youth Urban farm Project		
# of summer students (ADA)	115		
# of summer program days	19		
Total 21st CCLC Grant Funds	\$28,405		
TOTAL CONTRACTED FUNDS		\$28,405	\$24,700

BOOKS AND SUPPLIES			
4310	Supplies (can be purchased by lead agency for summer supplemental programming)	\$4,000	\$5,000
4310	Curriculum		
5829	Field Trips (fees, supplies)	\$7,633	
	Bus tickets for students		
	Rental bus for field trips		\$14,000
	Snacks	\$3,000	\$3,000
	Incentives		
	Family Night supplies	\$1,500	
	Total books and supplies	\$16,133	\$22,000

CONTRACTED SERVICES			
5825	Site Coordinator (list here if CBO staff)		\$12,000
5825	Academic Instructors (# of staff X total hours X hourly rate, including prep and training time)		\$50,690
5825	Enrichment Facilitators (# of staff X total hours X hourly rate, including prep and training time)	\$11,322	\$15,447
5825	STEM Instructors (# of staff X total hours X hourly rate, including prep and training time)		
5825	Contracted OUSD Summer Teachers		
5825	Subcontractors (please list each specific subcontracting agency)		
5825	Professional Development		\$6,820
5825	Employee benefits		\$3,500
5825			
5825			
5825			
	Total services	\$11,322	\$88,457

IN-KIND DIRECT SERVICES			
	Total value of in-kind direct services		\$0

SUBTOTALS			
	Subtotals DIRECT SERVICE	\$27,455	\$110,457
	Allowable lead agency admin (at 4% of contracted funds or less)	\$1,098	

TOTALS			
	Total budgeted per column	\$28,553	
	BALANCE remaining to allocate	-\$148	



Required Signatures for Budget Approval:

Lead Agency:		Date:	
--------------	--	-------	--

Notes:

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

- 2) 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.

OUSD Expanded Learning Programs - Summer Program Plan 2020

21st Century Community Learning Center (21st CCLC) - DUE March 23rd to the Expanded Learning Department

SECTION 1: Summer Program Snapshot			
School Site: EnCompass Elem.	Summer Principal: Principal Nguyen	What model are you supporting? A+B?	Grades Served: K-5
Lead Agency Name: Acta Non Verba	Site Coordinator: Kelly Carlisle	Target Summer (ADA) Average Daily Attendance: 135	Program Dates: 6/8/20-7/17/20
SECTION 2: Lead Agency Assurances			

Please review and initial each item and sign below.

 KDC_ 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.

 KDC_ 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.

 KDC_ 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.

 KDC_ 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.

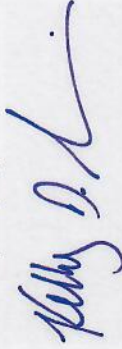
 KDC_ I understand that OUSD's 21st Century federal grant funds are funding my summer program. I understand that I am required to follow all grant compliance requirements as outlined by the OUSD Expanded Learning Office. I will maintain my summer program records for 5

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.

_KDC 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.

_KDC If I am a stand-alone 6 hour program, I understand that OUSD will only cover custodial costs for four to six weeks of my summer program until 3:15 pm. My agency will be responsible for covering any extra custodial costs if my program runs beyond four to six weeks, and beyond the hours of 3:15 pm daily.

KDC_ 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: Kelly D Carlisle

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 17th. **E.L. Camper Calendar [HERE](#)**
- 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 17th. **E.L. Camper Calendar [HERE](#)**
 - 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 4: 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 the program begins. Collaborate with your principal to identify a date.

The date of my parent orientation is: **6/5/2020**

SECTION 5: Summer Line Staff Information (As much as is 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 site:	Summer Teaching assignment(s) (Grade & subject, if known)
Kelly D. Carlisle	kelly@anvfarm.org	EnCompass	
Line Staff	Email	Current Site:	Summer Teaching assignment(s) (Grade & subject, if known)



SECTION 6: Facilities

Plan with your site administrator which rooms and outside spaces your summer program will use Monday - Friday from the start of program to 4.

Indoors (specify room numbers and space names)				Outdoors		
Room Number & Name of Space	# of Students	Hours to be used	Room Number & Name of Space	# of Students	Hours to be used	



SECTION 6a : PROGRAM FEES

Will your after school program charge program fees for 2020 **Yes** **No**

If, "YES, program fees will be charged," please complete the following assurances. Both the Principal and Lead Agency partner should initial below.

ASSURANCES	
Principal	Lead Agency
	<p>KDC</p> <p>Our program will not turn away any eligible student from program participation due to the inability to pay program fees. We understand that the California Education Code prohibits program fees from being a barrier to program participation</p>
	<p>KDC</p> <p>Our program will communicate in writing and verbally to parents/guardians that an eligible child will not be turned away from program participation due to the inability to pay.</p> <p>Per CDE, our programs will communicate in writing and publically to parents/guardians program fee expectations in language parents can understand. This should be included in your enrollment applications, posted in your school (publicly accessible), parent handbooks and any marketing materials. Ensure that all documentation is accessible to families. This means they should be translated into the major languages used by the families in your school.</p>
	<p>KDC</p> <p>Our program will publicize the program fee structure in written program materials for school leaders, parents/guardians, and/or community members (i.e. communication letter, meetings agenda, etc.).</p>
	<p>KDC</p> <p>Our program shall not charge a fee to a family for a child if the program once notified that the child is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 1143.a), or for a child who the program knows is in foster care.</p>
	<p>KDC</p> <p>Our program will provide receipts to parents/guardians for each payment made.</p>
	<p>KDC</p> <p>The lead agency will manage funds raised by program fees according to standard accounting practices and will provide quarterly Income Statements to the Principal and OUSD Expanded Learning Office detailing amount collected from program fees and expenditures. This will be turned in quarterly.</p>
	<p>KDC</p> <p>The Use of Fees: Any fees collected by programs shall be used for program activities, services for students, and program administrative costs. CDE guidance calls for all programs to "keep accurate records of fees collected, and fees should be tracked separately from the grant funds received." Keep documents in the event of an annual financial audit and/or Federal Program Monitoring (FPM). Families who receive free and reduced lunch should be prioritized for no cost program admission.</p>
	<p>KDC</p> <p>Our program will not turn away any eligible student from program participation due to the inability to pay program fees. We understand that the California Education Code prohibits program fees from being a barrier to program participation</p>
	<p>KDC</p> <p>Our program will communicate in writing and verbally to parents/guardians that an eligible child will not be turned away from program participation due to the inability to pay. Per CDE, our programs will communicate in writing and publically to parents/guardians program fee expectations in language parents can understand.</p>



SECTION 6b : PROGRAM FEES (Continued)

<p>Describe how the school/program plans to collect program fees and who will be exempt from paying fees or received a reduced fee?</p>	<p>Camp ANV has never turned any child away for lack of funds. On our flyers and online application, we ask if there's a need for a campership and announce that camperships are available.</p>
<p>Describe how all fees collected will be used for after-school camp programming.</p>	<p>Fees collected go towards hiring specialists (dance and art teachers, ect) food for breakfast, lunch and snacks and administration.</p>
<p>Describe how fees will be communicated to school leaders/school community.</p>	<p>Again, the ability to request camperships is promoted on our flyers and registration forms.</p>
<p><input type="checkbox"/> Attach a copy of written evidence of your program fee materials/process (i.e. parent letters, parent handbook, etc. meeting with agenda/minutes?)</p>	

SECTION 7: Distance Learning Addendum

<p>Describe how the program will adjust the curriculum to accommodate distance learning.</p>	<p>We are reaching out to our specialist instructors (cooking, photography, dance, ect.) to see if they are willing to teach online courses in 20 minute segments. We are reaching out to partners to find out how we can obtain tablets that our youth can utilize for online camp. Also, we are developing a Camp-In-A-Box that will be mailed to participants weekly.</p>
<p>Describe how the program will engage students virtually.</p>	<p>We will utilize Join.me or Google Meet to connect with participants daily on weekdays.</p>
<p>Does the agency have the capacity to enroll students online?</p>	<p>Yes.</p>
<p>How would the program recruit students with the shelter in place requirement?</p>	<p>We will send out emails, texts and postcards to have families register online.</p>



Signature of Summer Lead Agency Director: _____

Signature of Summer Hub Site Principal: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2020

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

PRODUCER CalNonprofits Insurance Services 1500 41st Avenue Suite 280 Capitola CA 95010	CONTACT NAME: PHONE (A/C, No. Ext): 831-427-5222 FAX (A/C, No): 831-462-8529 E-MAIL ADDRESS: colleen@cal-insurance.org		
	INSURER(S) AFFORDING COVERAGE		
INSURED Acta Non Verba 1001 83rd Street Oakland CA 94621	ACTANON-01	INSURER A : Great American Insurance Company	NAIC # 16691
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	

COVERAGES

CERTIFICATE NUMBER: 482426552

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	PAC191691103	4/25/2020	4/25/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPI/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:	Y		PAC191691103	4/25/2020	4/25/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A A	Property Abuse & Molestation			PAC191691103 PAC191691102	4/25/2020 4/25/2019	4/25/2021 4/25/2020	Property 52,000 Per Occurrence 100,000 Aggregate 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Oakland Unified School District its Governing Board, agents, representatives, officers, consultants, employees, trustees and volunteers are named as an Additional Insured when required by written contract with respect the General Liability policy and the Named Insured's operations.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
 Attn: Risk Management
 1000 Broadway, Ste 440
 Oakland CA 94607

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

<p>Name of Additional Insured Person(s) or Organization(s): OAKLAND UNIFIED SCHOOL DISTRICT ITS GOVERNING BOARD, AGENTS, REPRESENTATIVES, OFFICERS, CONSULTANTS, EMPLOYEES, TRUSTEES & VOLUNTEERS 1000 BROADWAY, STE 440 OAKLAND, CA 94607</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or

2. available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - ABUSE OR MOLESTATION
SCHEDULED PERSON OR ORGANIZATION**

This Endorsement modifies and is subject to the insurance provided under the following form:

ABUSE OR MOLESTATION COVERAGE FORM
ABUSE OR MOLESTATION COVERAGE FORM CLAIMS-MADE

Schedule

Name of Additional Insured Person(s) or Organization(s)

OAKLAND UNIFIED SCHOOL DISTRICT ITS GOVERNING BOARD, AGENTS,
REPRESENTATIVES, OFFICERS, CONSULTANTS, EMPLOYEES,
TRUSTEES & VOLUNTEERS
1000 BROADWAY, STE 440
OAKLAND, CA 94607

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. SECTION III - WHO IS AN INSURED is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "damages" caused, in whole or in part, by any act of "abuse" to which this insurance applies.

However, the insurance afforded to such Additional Insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for such Additional Insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **Limits of Insurance**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

- A.** required by the contract or agreement described in paragraph **A.**;
- B.** available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

C. The following is added to Condition **2. Duties in The Event of an Act, Error, Omission, Claim or "Suit"**:

An Additional Insured under this endorsement will as soon as practicable:

- a. give written notice of an act of "abuse" that may result in a claim or "suit" under this insurance to us;
- b. tender the defense and indemnity of any claim or "suit" to all insurers who also have insurance available to the Additional Insured; and
- c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.
- d. we have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" by the Additional Insured.

D. Primary and Non-Contributory

This provision applies to any person or organization who qualifies as an Additional Insured under this endorsement under this policy.

Under **CONDITIONS**, the following is added to paragraph **4. Other Insurance**:

If you have agreed in a written contract or written agreement to provide the Additional Insured coverage on a primary and non-contributory basis, this policy shall be primary and we will not seek contribution from the Additional Insured's policy for damages we cover.

When a written contract or written agreement between you and an Additional Insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an Additional Insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an Additional Insured on other policies.

E. Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)

Under **CONDITIONS**, the following is added to paragraph **7. Transfer of Rights of Recovery Against Others to Us**:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for "damages" arising out of your operations under a contract for that person or organization regarding any act of "abuse" provided that the damage occurs subsequent to the execution of the written contract or written agreement.

F. SECTION I - PROFESSIONAL LIABILITY COVERAGE, 2. Exclusions, paragraph i. is replaced by the following:

"Damages" because of any liability of any insured to any other insured. This exclusion does not apply to "damages" for harm to one of your "volunteer workers." In addition, this exclusion does not apply to any person or organization that qualifies as an Additional Insured under this endorsement.



To whom it may concern:

Please let this missive serve as notice that all of Acta Non Verba: Youth Urban Farm Project's employees that will work at OUSD will have passed fingerprint review by CA DOJ and FBI and TB Testing requirements.

ATI Numbers (from fingerprinting) will appear on all invoices submitted to OUSD.

Proof of fingerprint passage and TB Test passage of persons working at OUSD will be available to OUSD upon demand.

Please do not hesitate to contact me directly if you have any questions or concerns.

Respectfully,

Kelly D. Carlisle

Founder & Executive Director

Acta Non Verba: Youth Urban Farm Project



Acta Non Verba: Youth Urban Farm Project Statement of Qualifications

Acta Non Verba: Youth Urban Farm Project (ANV) elevates life in Oakland and beyond by challenging oppressive dynamics and environments through urban farming. Founded and led mainly by women of color from the surrounding neighborhood and larger community, ANV creates a safe and creative outdoor space for children, youth, and families in East Oakland, CA. ANV engages and strengthens young people's understanding of nutrition, food production, and healthy living as well as strengthens their ties to the community.

Acta Non Verba was established in 2010 to empower youth aged 5-15 to plan, plant, harvest and sell produce grown using organic practices. Uniquely, 100% of the proceeds are placed into savings accounts for their educational pathway.

Camp ANV started in 2012 at Tassafaronga Recreation Center in order to meet the needs of working parents and expose neighborhood youth to what's possible inside and outside of their communities as well as to empower them to become the next generation of leaders, advocates, and activists. No child has ever been turned away from our programs for lack of funds. President Barack Obama hailed our work in 2014 at the White House.



04-30-2020

OUSD USE ONLY

Acta Non Verba: Youth Urban Farm Project

1001 83rd Ave.

Oakland, CA 94621

ATTN: Kelly Carlisle

RE: Authorization to Proceed with Consultant Contract Processing

This letter is to inform you that you have successfully completed the consultant review process for Vendor Management in ContractsOnline for the current school year.

This authorization shall expire at the conclusion of the 2019-2020 school year.

Please note that THIS IS NOT AN AUTHORIZATION TO START WORK.

You must complete the entire Contract Approval Process, which includes:

A) Final contract execution and District Approval, and/or;

B) Issuance of your Purchase Order Number

whichever happens first.

Thank you for your commitment to help support and enhance the educational experience of Oakland students.

Procurement Department,
Oakland Unified School District

SAM Search Results
List of records matching your search for :

Search Term : acta non verba*
Record Status: Active

ENTITY ACTA NON VERBA, INC.	Status: Active
DUNS: 061475881 +4:	CAGE Code: 8J4T5 DoDAAC:
Expiration Date: 03/13/2021	Has Active Exclusion?: No Debt Subject to Offset?: No
Address: 3006 GOUGH STREET	
City: SAN FRANCISCO	State/Province: CALIFORNIA
ZIP Code: 94123-3048	Country: UNITED STATES

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2019-2020



Basic Directions	
<i>Additional directions and related documents are on the Contracts Website (Intranet)</i>	
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.	
1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation. 2. Ensure contractor meets the <u>consultant requirements</u> (including the Excluded Party List, Insurance and Talent Consultant Verification) 3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.	
Attachment Checklist	<input checked="" type="checkbox"/> For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check <input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/) <input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

Contractor Information			
Contractor Name	Acta Non Verba	Contractor's Contact	Kelly D. Carlisle
OUSD Vendor ID #	006614	Title	Founder/Executive Director
Street Address	1001 83rd Ave	City, State	Oakland, CA
Telephone	(510) 277-7489	Zip Code	94621
		Email (required)	kelly@anvfarm.org
Contractor History	Previously been an OUSD contractor? No	Worked as an OUSD employee?	No

Compensation and Terms – Must be within the OUSD Billing Guidelines			
Anticipated Start Date	5/27/2020	Date Work Will End	7/31/2020
Pay Rate Per Hour (required)	\$0.00	Other Expenses	\$0.00
		Number of Hours (required)	

Requisition No.	Budget Number	Resource Name	Amount
VR20-10458	010-4124-0-1110-1000-5825-922-9220-1884-0106-99999	21st Century Supplemental	\$ 12,315.00
VR20-10458	010-4124-0-1110-1000-5825-922-9220-1887-0106-99999	21st Century Supplemental	\$ 13,100.00
19/20 Funds		21st Century Supplemental	\$ 2,990.00
			\$ 0.00
Total Contract Amount			\$ 28,405.00

OUSD Contract Originator Information			
Name of OUSD Contact	Julie McCalmont	Email	julie.mccalmont@ousd.org
Site/Dept. Name	Community Schools & Student Services	Site #	922
		Phone	510-879-2709

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 PD was issued.

1.	Administrator / Manager (Originator)	Name	Julie McCalmont	Phone	510-879-2709	Fax	
	Site/Department (Name & #)	922/Community Schools and Student Services		Date Approved	5/5/2020		
	Signature	<i>Julie McCalmont</i>		<input checked="" type="checkbox"/> Administrator verifies vendor is not excluded on https://www.sam.gov/			
2.	Resource Manager	Type of Funds:	<input checked="" type="checkbox"/> Restricted <input type="checkbox"/> Unrestricted <input type="checkbox"/> Grant				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CS5SP)						
	Signature	<i>Martha Pina</i>		Date Approved	5/6/2020		
	Signature (if using multiple restricted resources)			Date Approved			
3.	Network Superintendent/Executive Director						
	Signature	<i>Richard Eversmatt</i>		Date Approved	5/6/2020		
4.	Chiefs / Deputy Chiefs	Consultant Aggregate	<input type="checkbox"/> Under <input type="checkbox"/> Over \$2,600				
	<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>Sandra Espinoza</i>		Date Approved	5/8/2020		
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			