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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Denise Saddler, Interim Superintendent
Sondra Aguilera, Chief Academic Officer
Julie McCalmont, Coordinator, Summer Learning Programs

Meeting Date May 13, 2026

Subject Services Agreement – Cantare Con Vivo

Ask of the Board ☒ Approve Services Agreement
☐ Ratify Services Agreement

Description of Services & Background Vendor will provide 9 days of summer programming during Summer 2026, Mondays through Fridays, every school day from 8:30 a.m. to 5:30 p.m.

The District's 21st Century Community Learning Centers (21st CCLC), ESSER, and Expanded Learning Opportunities Program grants include Supplemental funding to support summer learning programs, operated in partnership between schools and community organizations. In order to fulfill the grant requirements, the District is contracting with community partners to provide daily academic support, enrichment, and physical activity services to OUSD students for 2-6 weeks over the summer. Summer providers will work in partnership with the District'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.

Term Start Date: 06/08/2026
End Date: 06/18/2026

Not-To-Exceed Amount \$10,994.40

Funding Source(s) Resource 2600 – Expanded Learning Opportunities Program

Competitively Bid	☒ Yes ☐ No RFP25-165CSSS If the Service Agreement was <u>not</u> competitively bid and the not-to-exceed amount is <u>more</u> than \$114,800, list the exception(s) that applies (requires Legal approval and may require a resolution):
District In-Kind Contributions	District will provide space for programs as well as staff time monitoring program compliance.
Specific Outcomes	As a result of these services, students will be able to continue to catch up on lost learning from recent years and be better positioned to begin next school year.
SPSA Alignment (required if using State or Federal Funds)	☐ Action Item included in Board Approved SPSA (no additional documentation required). If so, enter Item Number: _____ ☐ Action Item added as modification to Board Approved SPSA. If so, school site <u>must submit</u> the following documents to the Strategic Resource Planning for approval through the Escape workflow process: • Meeting announcement for meeting in which the SPSA modification was approved. • Minutes for meeting in which the SPSA modification was approved indicating approval of the modification. • Sign-in sheet for meeting in which the SPSA modification was approved.
Attachment(s)	• Services Agreement • Summer Program Plan • Summer Budget
Waiver Attachments (if applicable)	☐ Written confirmation of Commercial General Liability Insurance waiver ☐ Written confirmation of Workers' Compensation Insurance waiver. ☐ Written confirmation of Tuberculosis Screening waiver. ☐ Written confirmation of Fingerprinting/Criminal Background Investigation waiver.



SERVICES AGREEMENT

This Services Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the entity or individual (“VENDOR,” together with OUSD, “PARTIES”) named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “VENDER INDIVIDUAL” includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR’s direction, invitation, or control.

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services (“SERVICES”) as described in **Exhibit A**.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.**
 - a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
 - b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
 - c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
 - d. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD’s written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR’s performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance without delay.

4. **Invoicing.** Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.
 - f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
5. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
6. **Termination.** Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all data and materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
 - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD

Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
- d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.

7. Data and Information Requests.

- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
- b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s)

change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

8. **Confidentiality and Data Privacy.**

- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
- b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.

9. **Copyright/Trademark/Patent/Ownership.** Except for any intellectual property owned by VENDOR that existed prior to execution of this AGREEMENT, VENDOR understands and agrees that all other matters produced under this AGREEMENT 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. 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 VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR’s prior written consent, use VENDOR’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

10. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
 - b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.
- 11. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.
- 12. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
- 13. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent via email and either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
- 14. **Status.**
 - a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
 - b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
 - c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees 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.

VENDOR 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 VENDOR INDIVIDUALS. VENDOR verifies all of the following:

- (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
- (ii) VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;
- (iii) the contract between OUSD and VENDOR is in writing;
- (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
- (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

15. Qualifications, Training, and Removal.

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are 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.
- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such

desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

16. **Certificates/Permits/Licenses/Registration.** VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.
17. **Insurance.**
 - a. Commercial General Liability Insurance. VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for sexual misconduct and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. 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 this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. 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 VENDOR. The policy shall protect VENDOR 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. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
 - b. Workers' Compensation Insurance. VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, 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. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
18. **Testing and Screening.**
 - a. Tuberculosis Screening. VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is

free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

- b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

19. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

20. **Health and Safety Orders and Requirements; Site Closures.**

- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
- b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or

otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.

- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

21. **Conflict of Interest.**

- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
- b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
- c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.

22. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

VENDOR 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 AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).

23. **Limitation of OUSD Liability.** Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). 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.

24. **Indemnification.**

- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD 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 VENDOR's performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
 - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
25. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, 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 OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
26. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, 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, VENDOR 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, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR 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.

27. **Compliance with California and Federal Laws.** VENDOR shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The VENDOR shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the VENDOR or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.
28. **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, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
29. **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 subsequent act from constituting a violation of this AGREEMENT.
30. **Assignment.** The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
31. **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.
32. **Litigation.** This AGREEMENT shall be deemed to 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.
33. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
34. **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.
35. **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.

36. **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.
37. **Captions and Interpretations.** 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.
38. **Calculation of Time.** For the purposes of this AGREEMENT, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
39. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this 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 PARTY 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. Through its execution of this AGREEMENT, each PARTY waives 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.
40. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
41. **Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
42. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.

- b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
43. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AGREEMENT and to be bound by its terms and conditions:

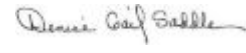
VENDOR

Name: Conway Tan-Gregory Signature: 
Position: Officer (Business) Date: 4/3/2026

One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD

Name: Jennifer Brouhard Signature: 
Position: President, Board of Education Date: 5/14/2026
☒ Board President (for approvals)
☐ Chief/Deputy Chief/Executive Director (for ratifications)

Name: Denise G. Saddler Signature: 

Position: Interim Superintendent and Interim Secretary, Board of Education

Date: 5/14/2026

Template Approved as to form by OUSD Legal Department



**SERVICES AGREEMENT
EXHIBIT A**

(Each Listed Clause below Corresponds to the Clause in the Agreement.)

VENDOR: Cantare Con Vivo

Clause 1: **Services.** Describe the SERVICES VENDOR will provide: nine hours of daily
summer academic support and enrichment to District students who are in need of
summer services to counter summer learning loss; program activities based on youth development
quality standards; work collaboratively with the District Summer Learning and After School Programs
Offices; conduct outreach for summer student recruitment. fulfill District grant reporting requirements
including submission of summer attendance records; and maintain regular communication with District, comply with grant requirements.

Clause 2: **Term.**

- a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

Start Date: 06/08/2026

- b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after the start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

End date: 06/18/2026

Clause 3: **Compensation.**

- a. The basis for payment to VENDOR shall be:

- ☐ Hourly Rate: _____ per hour
☐ Daily Rate: _____ per day
☐ Weekly Rate: _____ per week
☐ Monthly Rate: _____ per month
☒ Per Student Served Rate: \$30.54 per student served
☐ Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s): _____

- b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees, costs, and expenses incurred by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

Not-To-Exceed Amount: \$10,994.40

NOTE: Each Listed Clause below Corresponds to the Clause in the Agreement

Clause 13: Legal Notices.

OUSD

Site/Dept: Legal Department
Address: 1011 Union Street, Site 946
City, ST Zip: Oakland, CA 94607
Phone: 510-879-5060
Email: ousdlegal@ousd.org

VENDOR

Name/Dept: Cantare Con Vivo
Address: 2619 Broadway
City, ST Zip: Oakland, CA 94612
Phone: 510-836-0789
Email: conway@cantareconvivo.org

Clause 17: Insurance. OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

- ☐ *Commercial General Liability Insurance.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is \$25,000 or less.
- ☐ *Workers' Compensation Insurance.* Waiver typically available by OUSD if VENDOR has no employees.

Clause 18: Testing and Screening. OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.

- ☐ *Tuberculosis Screening.* Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.
- ☐ *Fingerprinting/Criminal Background Investigation.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).

Clause 20: Health and Safety Orders and Requirements; Site Closures. If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?

- ☐ Yes, the SERVICES would be able to continue as described herein.
- ☒ No, the SERVICES would not be able to continue.
- ☐ Yes, but the SERVICES would be different than described herein, they would be as follows:



August 7, 2025

TO WHOM IT MAY CONCERN

Re: Statement of Qualifications

The goals of **Cantare's Children's and Youth Music Program** are to:

- foster a diverse community of compassion and understanding
- empower students to use their voice responsibly, collaboratively and with confidence
- help students develop tools for leading meaningful and productive lives, such as critical thinking, resilience, and leadership skills.

Cantare is committed to achieving these goals by:

- creating safe, intellectually-stimulating, and affirming learning environments that celebrate the diversity of Oakland's youth
- maintaining high standards of musicianship for students as well as the teaching staff
- removing barriers of access to create equitable access to high-quality music education
- nurturing long-term relationships with youth and the community

The Cantare's Children's and Youth Music Program is offered through: **Classroom Music Education** (grades PK-6), **After-school Choirs** (grades 3-12), **Summer Camp** (grades 4-9), and **English Language Learners Program** (grades TK-2).

1. **Classroom Music Education:** Cantare's teaching artists provide year-round, weekly music instruction on-site, working closely with faculty and staff at each school. During these weekly lessons for PK-5th classrooms, students participate in units emphasizing musical diversity, while developing fundamental musical skills. Classes follow a sequential curriculum based on National Core Arts Standards and the California Arts Standards.

Cantare's interdisciplinary program for 3rd, 4th, 5th and 6th grades connect music with social studies, language arts, and performance skills. The themes of these programs are "Around the World with Music", "Music from California History", and "Music from US History" for the 3rd, 4th, and 5th grade students, respectively and "Voices of Ancient Civilizations" for 6th graders. In these 8 to 10-week residencies, students work towards a performance while demonstrating their understanding of the purpose and context of the music they perform. Cantare's programs also align with OUSD's initiative to create joyful learning environments through arts integration.

Additionally, Cantare offers specialized music programs for students with special needs in Special Day Classes. It also offers music lessons in Spanish-Immersion classrooms.

2. **After-School Choirs:** Cantare's after-school choirs offer advanced music education and performing opportunities for students in grades 3-12. The elementary school choirs facilitate participation by removing geographic boundaries, as they are located at the partner school sites. Students learn age-appropriate fundamentals of choral singing and music theory, and perform in a variety of styles and languages including Hebrew, Spanish, Italian, Mandarin, Xhosa, Arabic, Tagalog, and Japanese. Once students reach middle school, the students will be eligible to sing in Nova, an award-winning, citywide choir for 6th to 12th grade students from any Oakland school. Choir members have the

opportunity to perform in local choral festivals, sing alongside Cantare adult choirs, receive professional voice coaching, participate in team-building activities and to travel. Nova's high level of artistry has earned the group invitations to perform with the San Francisco Chamber Orchestra and at the Inauguration of Oakland's Mayor Jean Quan. Nova is singing at an Oakland A's game this Fall.

All after-school choir students perform combined community concerts, engaging about 350 students from across Oakland and providing a social bridge that unites students and families from disparate neighborhoods. These community-building concerts provide life-changing musical experiences for these children, their parents, and audience members. To enable families to attend, Cantare provides several hundred free tickets to parents and family members.

3. **Summer Camp:** Our summer music camp offers 100+ students (grades 4-9) two weeks of choral instruction in preparation for a culminating performance. High school students work as paid camp counselors, gaining work and leadership experience.
4. **English Language Learners Program:** TK-2nd grade newcomer students participate with their family members, learning songs in their home language as well as English. The program is designed with the goal for newcomer families to take pride in their native language, build English proficiency, and deepen their connection to the school community.

This year, Cantare's Children's and Youth Program brings high quality, tuition-free music education to about 2,500 children and youth in underserved Oakland neighborhoods—that is over 80 classrooms and seven after-school choirs weekly, reaching one in every eight elementary students in OUSD. Since 1999, the Cantare Children's Choirs have served 22,000+ kindergarten through high school youth.



Conway Tan-Gregory
Director of Music Education



Julie Haydon
Director of Children's and Youth Choirs





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/15/2025

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	Diablo Valley Insurance Agency, Inc. 185 Lennon Lane, Suite 200 Walnut Creek, CA 94598 License #: 0C26181	CONTACT NAME: Kara Greene PHONE (A/C, No, Ext): (925)210-1717 E-MAIL ADDRESS: kara@diablovalleyinsurance.com FAX (A/C, No): (925)210-1818
INSURED	Cantare Con Vivo 2619 Broadway Oakland, CA 94612	INSURER(S) AFFORDING COVERAGE INSURER A : NIAC INSURER B : Markel Insurance Company INSURER C : INSURER D : INSURER E : INSURER F : NAIC # NIAC 38970F

COVERAGES

CERTIFICATE NUMBER: 00001358-0

REVISION NUMBER: 94

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		Renewal of 2024-37609	09/08/2025	09/08/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Social Service Prof \$ 1Mil/2Mil
A	☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			Renewal of 2024-37609	09/08/2025	09/08/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$	☒ OCCUR ☐ CLAIMS-MADE		Renewal of 2024-37609-UMB	09/08/2025	09/08/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Following Form \$
B	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		MWC0068940-12	09/08/2025	09/08/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Imp Sexual Conduct			Renewal of 2024-37609	09/08/2025	09/08/2026	Physical abuse 1,000,000/2,000,000

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

Oakland Unified School District is named as additional insured as respect to contract and use of facility throughout the policy period for programs per attached endorsements. Evidencing Workers Compensation.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District Attn: Risk Management 1011 Union St. Suite 987 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  (KAG)
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POLICY NUMBER: Renewal of 2024-37609
Named Insured: Cantare Con Vivo

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Oakland Unified School District	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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.

POLICY NUMBER: Renewal of 2024-37609
Named Insured: Cantare Con Vivo

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

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

Name Of Additional Insured Person(s) Or Organization(s):

Oakland Unified School District

Programs and use of facility

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

- 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:

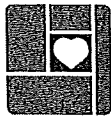
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the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



**NONPROFITS
INSURANCE**
ALLIANCE OF CALIFORNIA

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**NONPROFITS INSURANCE ALLIANCE
OF CALIFORNIA (NIAC)**

www.insurancefornonprofits.org

**IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY
COVERAGE PART DECLARATIONS**

PRODUCER:

Diablo Valley Insurance Agency, Inc.
185 Lennon Lane STE 200
Walnut Creek, CA 94598

POLICY NUMBER: Renewal of 2024-37609

NAME OF INSURED AND MAILING ADDRESS:

Cantare Con Vivo

2619 Broadway
Oakland, CA 94612

POLICY PERIOD: FROM 09/08/2025 TO 09/08/2026
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Two adult performing choir groups

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:		PREMIUM
GENERAL AGGREGATE	\$2,000,000	\$1,736
EACH CLAIM LIMIT	\$1,000,000	

NOTE: The limit of liability available to pay judgements or settlements shall be reduced by amounts incurred for Defense Costs.

TOTAL PREMIUM: **\$1,736**

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE:

IL P 001 01 04, NIAC-E069 ISC 02 19, NIAC-E131 ISC 05 20, NIAC-E180 ISC 01 21, NIAC-E342 ISC 08 22, NIAC-E57 02 12, NIAC-ISCET 05 20

COUNTERSIGNED:

BY

Samuel C. Q.

(AUTHORIZED REPRESENTATIVE)

Notice: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.

NIAC-ISC



August 11, 2025

To: Oakland Unified School District

For the 2025–2026 contract period, the following staff members will be working with OUSD students in Cantare’s Children’s & Youth Programs.

Their ATI numbers are as follows:

NAME	ATI#
Alparone, Evan	B258ALE025
Bourne, Matt	B356BOM007
Contractor, Mana	B219COM858
Crane, Rhonda	I265CRR012
Flowers, Adam	B284FLM101
Greer McGettrick	S198MCG004
Haydon, Julie	B040HAJ449
Javid, Salumeh	B218JAS751
Liu, Xinying	F166LIX574
Mills, Lydia	B059MIL699
Sutjipto, Henry	B198SOH386
Tan, Conway	B301TAK433

Cantare assumes responsibility for keeping updated tuberculosis (TB) testing clearance on file, which will be available upon request.

Please contact me with any questions.

Sincerely,

Conway Tan-Gregory
Director of Music Education
Cantare

OUSD Expanded Learning Summer Program Plan

Full Document - 2026

Section 1: Summer Program Snapshot							
Campus Site:	Other	Summer Principal:	Summer Leader Name	Model	Off-Site	Grades Served:	TK-7
Lead Agency Name:	Cantare Con Vivo	Site Coordinator:	Kyle Chuang	Target Summer (ADA) Average Daily Attendance:	40	Student Start Date	6/8/2026
Official Summer Learning Program Name	Cantare 2026 Summer					Student End Date	6/18/2026

Section 2: Lead Agency Assurances:	
	Please review and initial each item and sign below.
☒	I understand that my agency's contracted summer funds are based on the above average daily attendance target number. I understand that my program should strive for 85% of this attendance target by the end of the first week of the 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.
☒	I understand that I am required to input my actual attendance numbers into the attendance system <i>daily</i> during the summer program. I will cross-check signatures on my daily sign-in/out sheets with numbers inputted to ensure that the numbers match up and are accurately report my summer attendance data. I understand that the OUSD Expanded Learning Office will carefully review my daily attendance numbers over the summer program.
☒	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 30 th 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.
☒	I understand that OUSD's state and 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.
☒	I understand that the summer program supported by ELO_P must operate for 9 hours total daily. Your program hours will depend on your collaboration with the school. All students must be off-site by 5:30 pm. We also understand that this may shift due to current county health and safety guidelines.
☒	I understand OUSD Summer Programs are intended to be free programs for unduplicated students.
☒	I understand that I am required to turn in my supplemental program plan in accordance with the summer deliverables calendar.
☒	Name and Signature of Summer Lead Agency Director:

Section 3: Summer Program Description

Please describe your program in 275 word or less. Include what makes your program unique, any themes, examples of activities and anything else that gives a full picture of a student's experience. *(This should be similar or the same as what you submit for enrollment to families.)*

For two weeks in June, rising 4th-9th graders can join us to deepen their love of singing, completely tuition free! Students will participate in choir rehearsals, musicianship classes, their choice of elective classes, and a field trip to an East Bay Regional Park. Our camp is a great opportunity for your child to develop their teamwork skills and confidence, while learning how to use their voice to make a difference!

Section 4: Summer Program Recruitment and Retention Strategies and Timeline

Briefly describe your anticipated summer program student recruitment and retention activities for February - April.

Demand for the program is high, with over 100 OUSD students already identified for enrollment—significantly exceeding our 40-student allotment. Consequently, we will manage registration by sending the enrollment link directly to these students and do not require additional recruitment or advertising support.

I have completed the recruitment one-pager and disseminated it to the feeder schools. (Or focal schools if you are independent)



Have you set up a recruitment and enrollment discussion with the Summer Recruitment manager at your site?



All summer hubs will be required to offer a parent orientation before the program begins. Collaborate with your principal to identify a date.

The **proposed** date of my parent orientation is:

6/4/2026

Section 5: Summer 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 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 minimum 1:20 adult-to-student ratio 1-12th grade 10:1 for TK-1st grade).

Summer staff must meet the minimum staff qualifications according to the 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 integrated 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 March 13th**. **Summer coordinators should have at least 3 years experience coordinating programming.** You will be required to give our office a directory of entire site staff in April.

Site coordinator	Email	Phone Number
Kyle Chuang	kyle@cantareconvivo.org	510-836-0789
Agency Director	Email	Phone Number
Carolyn Wells	carolyn@cantareconvivo.org	510-631-2379

Section 6: Facilities

Plan with your site administrator which rooms and outside spaces your summer program will use Monday - Friday from 8:30 - 5:30.

All summer facility requests must be completed by **March 17th**, through [Facilitron](#). Rooms not reserved by the 17th, may not be available for summer programming.

Indoors		Outdoors
Number of classrooms		Common Spaces

For off-site programs, please add the address where the summer program will be held.

2619 Broadway, Oakland, CA 94612

Signature of Summer Lead Agency Director	Carolyn Wells
Signature of Summer Hub Site Principal	 303F68692CE0405...

	A	B	C	D	E	F	G	H	I
1									
2	GRANT FUNDED SUMMER BUDGET PLANNING SPREADSHEET								
3	TK-12 2026								
4									
5		Site Name:	OUSD Summer Site Code						
6		Site #:	OUSD Summer Site Code						
7		Lead Agency	Cantare Con Vivo						
8		# of summer students (ADA)	40						
9		# of summer program days	9						
10		Total Grant Funds	\$10,994.40	Grant Funds for Lead Agency	Lead Agency In-Kind Contributions				
11		TOTAL CONTRACTED FUNDS		\$10,994.40	\$0				
12	BOOKS AND SUPPLIES								
13		4310	Supplies (can be purchased by lead agency for summer supplemental programming)		\$2,550.00				
14		4310	Curriculum		\$1,200.00				
15		5829	Field Trips (fees, supplies)		\$200.00				
16			Transportation		\$3,500.00				
17			Entry fees for field trips		\$475.00				
18			Snacks		\$500.00				
19			Incentives		\$300.00				
20			Culminating Event supplies		\$700.00				
21			Facility Rental		\$8,250.00				
22									
23			Total books and supplies	\$0.00	\$17,675.00				
24	CONTRACTED SERVICES								
25		5825	Site Coordinator (Kyle Chuang x \$30 x 120 hours)	\$1,800	\$1,800				
26		5825	Agency Director (# of staff X total hours X hourly rate, including prep and training time) Carolyn Wells x \$37.98 x 120 hours	\$2,094.96	\$2,462.64				
27		5825	Program Staff (# of staff X total hours X hourly rate, including prep and training time) Julie Haydon x \$46.93 x 120 hours Conway Tan-Gregory x \$43.98 x 120 hours Rhonda Crane x \$65.20 x 20 hours	\$6,000	\$6,213.20				
28		5825	Enrichment Facilitators (# of staff X total hours X hourly rate, including prep and training time) (4 x \$25 x 32 hours)		\$3,200				
29		5825	Pianist Matt Bourne x \$85 x 20 hours		\$1,700				
30		5825	Professional Development		\$480				
31		5825	Employee benefits		\$1,685.86				
32		5825	Youth Intern Stipends - 13 counselors x 73 hours x \$18 hour		\$17,280				
33		5825	ED 40 hours x \$72.11		\$2,884.40				
34			Total services	\$9,894.96	\$37,706.10				
35	IN-KIND DIRECT SERVICES								
36			Volunteers (6 people x 9 days x 7 hours @ \$20/hr)		\$6,500.00				
37			Volunteer photographer		\$500.00				
38									
39									
40									
41			Total value of in-kind direct services	\$0.00	\$7,000.00				
42	SUBTOTALS								
43			Subtotals DIRECT SERVICE	\$9,894.96	\$62,381.10				
44			Allowable lead agency admin (at 10% of contracted funds or less)	\$1,099.44					
45	TOTALS								
46			Total budgeted per column	\$10,994.40	\$62,381.10				
47			BALANCE remaining to allocate	\$0.00	-\$62,381.10				
48									
49									
50	Required Signatures for Budget Approval:								
51		Lead Agency:	Carolyn Wells	Date:	3-12-2026				
52	Summer Site Hub:		DocuSigned by:  393F68692CE0405...		4/6/2026				
53	Notes:								
54	1) Lead agencies will be required to submit a summer-end expenditure report on these budget expenditures.								
55									
56	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.								
57									