

Board Office Use: Legislative File Info.	
File ID Number	20-1227
Introduction Date	6/24/20
Enactment Number	20-0999
Enactment Date	6/24/2020 os



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 24, 2020

Subject Professional Services Contract
Contractor: Camp Phoenix
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 Camp Phoenix, Newark, CA, for the latter to provide daily summer academic support and enrichment to OUSD students who are in need of summer services to counter summer learning loss; program activities will be based on youth development quality standards; work collaboratively with the Summer and After School Programs Office to ensure that students in need receive daily summer learning, enrichment, physical activity, and support services; conduct outreach for summer student recruitment, communicate with families regularly, fulfill OUSD grant reporting requirements including submission of summer attendance records, and maintain communication with the OUSD Summer and After School units to review progress on summer program goals; comply with 21st CCLC grant requirements at Greenleaf Elementary School Summer Hub for the period of July 1, 2020 through August 9, 2020 in an amount not to exceed \$11,700.00.

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 six hours daily of summer academic, enrichment, and physical activity services to OUSD students for 2 – 6 weeks over the summer. Summer services will be delivered at OUSD school sites. Summer providers will work in partnership with OUSD's After School and Summer Learning units to align summer program goals with district priorities for student achievement, health and wellness, and social-emotional learning. Summer Program Hub: Greenleaf Elementary School.

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 Camp Phoenix (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Term:** The term of this Agreement shall be from 7/1/2020 (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 8/9/2020. The work shall be completed no later than 8/9/2020.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Eleven Thousand Seven Hundred Dollars (\$ 11,700.00) [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 and Student Services Department
Address: 1000 Broadway, Suite 150
Oakland, CA
Phone: 510-879-2709
Email: julie.mccalmont @ousd.org

CONTRACTOR:

Name: Tyfahra Singleton
Title: Executive Director
Address: 39931 Parada St, #B
Newark, CA 94560
Phone: 916-208-1462
Email: tyfahra@campphoenix.org

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

- 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.

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

[Signature] 6/25/2020
 Date

President, Board of Education
 Superintendent
 Chief or Deputy Chief

[Signature] 6/25/2020
 Date

Secretary, Board of Education

CONTRACTOR

DocuSigned by:
Tyfahra Singleton 5/27/2020
 Date

Contractor Signature

Tyfahra Singleton
 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 provide daily summer academic support and enrichment to OUSD students who are in need of summer services; collaborate with the summer school site to provide virtual enrichment opportunities to include: physical activity, and support services, enabling students to participate in a 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 and communicate regularly with families regularly over the summer; fulfill District grant reporting requirements, including submission of summer attendance records; and will maintain communication with the District Summer and After Schools Programs Offices to review progress on summer program goals for the Summer Learning Program at Greenleaf Elementary School 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: 000925

Vendor Name: Camp Phoenix

Summer Learning Program – Greenleaf Elementary School

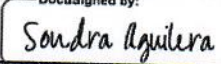
COVID Amendment

This Amendment modifies the attached Agreement, incorporated herein by reference, between the Oakland Unified School District (“OUSD”) and [Camp Phoenix] (“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:


 Chief or Deputy Chief Date

Sondra Aguilera, Chief Academic Officer
 Print Name, Title

 6/25/2020

 Jody London Date
 President

 6/25/2020

 Kyla Johnson-Trammell Date
 Secretary

CONTRACTOR

DocuSigned by:


 Contractor Signature Date

Tyfahra Singleton Executive Director
 Print Name, Title

Previously approved as to form by OUSD General Counsel

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: Greenleaf	Summer Principal: Romy Trigg-Smith	What model are you supporting? (Hub or 6-hour standalone) 6-hour standalone/Other	Grades Served: 5-8
Lead Agency Name: Camp Phoenix	Site Coordinator: Tyfahra Singleton	Target Summer (ADA) Average Daily Attendance: 40	Program Dates: July 20th- Aug 7

SECTION 2: Lead Agency Assurances

Please review and initial each item and sign below.

__TS__ 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.

__TS__ 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.

__TS__ 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.

__TS__ 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.

TS 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.

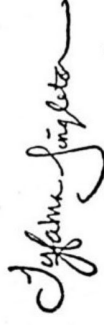
TS I understand that if I am running an A+B summer program model, these are requirements regarding my program hours of operation: Morning summer school will operate from approximately 8:15 – 12:15 daily. My afternoon summer program will operate from approximately 12:15 – 3:15 daily. All students must 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.

TS 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.

TS_ 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:

Tyfahra Singleton



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.
- 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.
 - 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: _July 10th & 11th_____

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)
Tyfahra Singleton	tyfahra@campphoenix.org		
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
DS ML	TS
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	
DS ML	TS
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 publicly 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.	
DS ML	TS
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.).	
DS ML	TS
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.	
DS ML	TS
Our program will provide receipts to parents/guardians for each payment made.	
DS ML	TS
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.	
DS ML	TS
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.	

	TS	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
	TS	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.

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>There is a \$60 fee to register each camper, which is non-refundable. However, Camp Phoenix's purpose is to bring overnight, summer camp to youth who are not be able to afford it. Therefore, if you can't pay the full \$60 fee, we will happily provide a discounted rate for your child--we will not turn away any child due to amount of payment! We believe that our community has an abundance of generosity and can help each other, and we recommend that you pay the full \$60 if you are able, so that families with less can receive help. (Camp Phoenix fundraises to make camp happen, and the true cost that we must fundraise per youth is \$3,000). Thank you! Please submit payment during the in-person Family Orientation dates, either Friday, July 10, or Saturday, July 11, 2020. (We will contact you to confirm which date you will attend in late June).</p>
<p>Describe how all fees collected will be used for after-school programming.</p>	<p>Fees are collected at Family Orientation. Parents are given a receipt after payment, and payment is recorded in our tracker. Funds are used towards the general operating costs of our program, and account for less than 1% of our total income. 99% of our income is donations-based.</p>
<p>Describe how fees will be communicated to school leaders/school community.</p>	<p>Fees: Camp is \$60 per camper, however discounts are available for any child who needs them, and families can pay anywhere from \$0 to \$40 with provided discounts. Lodging, 3 daily meals plus snacks, and transportation to camp and back to Oakland are provided.</p>
<p><input checked="" 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>	

Signature of Julie McLamont

Signature of Summer Lead Agency Director:

DocuSigned by:
Julie McLamont
 393FE8692CE0405


Signature of Summer Hub Site Principal:

21ST CENTURY SUMMER BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 2020

Site Name:	Camp Phoenix		
Site #:			
Lead Agency:	Camp Phoenix		
# of summer students (ADA)	50		
# of summer program days	18		
Total 21st CCLC Grant Funds	\$11,700	21st CCLC Grant Funds for Lead Agency	Lead Agency In-Kind Contributions
TOTAL CONTRACTED FUNDS		\$11,700	\$0
BOOKS AND SUPPLIES			
	lodging (campsite rental)	\$0	\$55,000
	Food (not snacks)		\$12,000
	Summer Program (Academic, Laundry, Medical, Program, staff training etc)		\$10,000
	Summer Transportation		\$9,600
	Insurance		\$10,000
	Other General and Admin Expenses		\$1,000
	Printing Advertising and Media		\$2,000
	Total books and supplies	\$0	\$99,600
CONTRACTED SERVICES			
5825	Executive Director and Program Manager	\$11,700	\$13,999
	Professional Expenses (Legal, Bookkeeping, etc)		\$2,500
	Summer Personnel (Counselors, Academic, Program)		\$74,182
	Total services	\$11,700	\$90,681
IN-KIND DIRECT SERVICES			
	Total value of in-kind direct services		\$0
SUBTOTALS			
	Subtotals DIRECT SERVICE	\$11,700	\$190,281
	Allowable lead agency admin (at 4% of contracted funds or less)	\$0	
TOTALS			
	Total budgeted per column	\$11,700	
	BALANCE remaining to allocate	\$0	

Required Signatures for Budget Approval:

Lead Agency:		Date: 4.20.2020
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- 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.

SECTION 7: Distance Learning Addendum	
Describe how the program will adjust the <u>curriculum</u> to accommodate distance learning.	<p>Camp Phoenix summer programs will design virtual camp curriculum that helps address summer learning loss and offers love joy and opportunity on virtual platform.</p>
Describe how the program will <u>engage students</u> virtually.	<p>We purchased Zoom software and intend to engage virtually using that. We also are designing kits to build for the students that they can pick up at our partner location.</p>
Does the agency have the capacity to enroll students online?	<p>Before the crisis we did not. However, our program manager has pivoted and moved all registration material to online. However, they will need to be modified for a virtual camp as the registration requirements will differ if we do not have camp.</p>
How would the program recruit students with the shelter in place requirement?	<p>We intend to recruit by two means: 1) we are purchasing a texting platform to directly reach previous campers and their families. 2) we will reach out to the 8 partner schools we usually recruit from to request their help recruiting students as per usual.</p>

Camp Phoenix Virtual Camp: Summer 2020

July 20-August 7th

These dates are subject to change*

July 2020

July 2020						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16 Staff Training Day 1	17 Staff Training Day 2	18
19	20 Day 1 First day of Virtual Camp -Virtual cabin meetings	21	22 Day 2 -Brainfeeding Office Hours	23	24 Day 3 Virtual Camp fire: What is community? What makes a good community? Who are we as community members?	25

26	27 Day 4 -Virtual cabin meetings	28	29 Day 5 Brainfeeding Office Hours	30	31 Day 6 Virtual Camp fire: Who am I? What are my strengths, values and growth areas? Why is knowing myself important?	
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August 2020

August 2020						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 Day 7 Virtual cabin meetings	4	5 Day 8 Brainfeeding Office Hours	6	7 Day 9 Virtual Camp fire: Who will I become and how will I get there? What will be my impact on my community?	8
9	10	11	12	13	14	15

16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Camp Phoenix Summer 2020

Virtual Camp Daily Schedule

		Monday	Wednesday	Friday
Wk of 7/20/2020	Theme: What is community? What makes a good community? Who are we as community members?	First Day Welcoming -ALL group intro -virtual cabins meet 'n' greet -What's in your box? (supplies overview) -Word of the day *~about 1-1.5hrs 9:30am-11am	Brain Feeding Office Hrs -Office hours for Math, ELA lessons *each BF will provide a 2hr availability window + would be avail for appts. *exact times TBD by convenience of BFs/campers (1BF/morning, noon, evening?)	Community Campfire -Campfire built around this weeks' theme -virtual games, songs, etc. 6p-7:30p (or whatever time is convenient for campers) *~1.5-2 hrs*
Wk of 7/27/2020	Theme: Who am I? What are my strengths, values and growth areas? Why is knowing myself important?	Cabin Chats -games, songs, word of the day(morning circle) -presenting this week's theme *12p-2pm(for ALL cabins to meet--each meeting time will depend on group's availability*	Brain Feeding Office Hrs -Office hours for Math, ELA lessons *each BF will provide a 2hr availability window + would be avail for appts. *exact times TBD by convenience of BFs/campers (1BF/morning, noon, evening?)	Community Campfire -Campfire built around this weeks' theme -virtual games, songs, etc. 6p-7:30p (or whatever time is convenient for campers) *~1.5-2 hrs*

Wk of 8/3/2020	Theme: Who will I become and how will I get there? What will be my impact on my community?	Cabin Chats -games, songs, word of the day(morning circle) -presenting this week's theme +announcement *12p-2pm(for ALL cabins to meet--each meeting time will depend on group's availability*	Brain Feeding Office Hrs -Office hours for Math, ELA lessons *each BF will provide a 2hr availability window + would be avail for appts. *exact times TBD by convenience of BFs/campers (1BF/morning, noon, evening?)	Community Campfire -Campfire built around this weeks' theme -virtual games, songs, etc. 6p-7:30p (or whatever time is convenient for campers) *~1.5-2 hrs*
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subject to change

Dates of Program:

- July 20-August 7, 2020
- Week 1: 7/20,7/22,7/24
- Week 2: 7/27,7/29,7/31
- Week 3: 8/3, 8/5, 8/7
- Exact Times: TBD

	5th grade	6th grade	7th grade
Counselor 1+Cabin Name			
Counselor 2+Cabin Name			
Counselor 3+Cabin Name			

staff TBD, camper registration TBD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
4/1/2020

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 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).

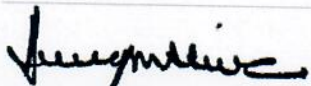
PRODUCER		CONTACT NAME: AMSkier Agency, Inc.	
A. M. Skier Agency 209 Main Avenue Hawley, PA 18428		PHONE (A/C, No, Ext): 570-226-4571; 800-245-2666	FAX (A/C, No): 570-226-1105
		E-MAIL ADDRESS: amskier@amskier.com	
INSURER(S) AFFORDING COVERAGE			
		INSURER A: Markel Insurance Company	
		INSURER B: PMA Insurance Group	
		INSURER C: AmWins Brokerage of New England	
		INSURER D:	
		INSURER F:	
INSURED		NAIC #	
Camp Phoenix, Inc. 39931 Parada ST #B Newark, CA 94560			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			8502CY4144715	7/15/2019	7/15/2020	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL AND ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
A	AUTOMOBILE LIABILITY			8502CY4144715	7/15/2019	7/15/2020	PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
D	UMBRELLA LIAB			MKLV1EUL101649	7/15/2019	7/15/2020	PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> EXCESS LIAB						Deductible: Comp.; Coll. \$ 1000; 1000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ 1,000,000
	DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			2019010464750Y	7/15/2019	7/15/2020	WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is included as Additional Insured with respect to the activities of the named insured during 2020 Camp Season. Workers' Compensation is confirmation of coverage only.

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District Attn: Risk Management 1000 Broadway Suite 440 Oakland, CA 94601	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: HENRY M. SKIER President 

SAM Search Results
List of records matching your search for :

Search Term : camp phoenix*
Record Status: Active

No Search Results



Oakland Unified School District
900 High Street
Oakland, CA 94601

To Whom It May Concern:

This letter is to verify that all Camp Phoenix employees, volunteers, and agents working in the Oakland Unified School District summer program will have fingerprint clearance through the Dept. of Justice and FBI, and will also have TB clearance before beginning duties, July 20, 2020. Please let me know if you have any questions regarding this verification letter.

All the best,

Tyfahra Singleton, Ph.D.
Executive Director

ADDRESS
10974 Star Court
Oakland, CA94603

CONTACT US
info@campphoenix.org
(510) 214-3251

VISIT US
campphoenix.org

FEDERAL TAX ID
46-1470903



2019 IMPACT REPORT

We empower youth through academics, outdoor discovery, and personal growth to become leaders within their communities.

"I learned at Camp Phoenix that I'm strong, smart, independent, and can do anything that I wanna do when I'm believing in myself, helping others, and being nice to the people around me. And that's helped me." - Camper Makaylah "Milky Way"



LETTER FROM OUR EXECUTIVE DIRECTOR

Dear Friends and Supporters,

I am excited to say that we have completed a 7th successful summer at Camp Phoenix! This was my first year at camp and as the new Executive Director, I set out with the purpose of finding the “magic” that makes Camp Phoenix so impactful. It didn’t take long to discover and when I got back from camp, I realized it was already there in the tagline: **Joy. Love. Opportunity.**

Joy

Every minute of every hour of programming was designed with joy in mind. It was summertime after all; kids deserve to be kids and have fun! Costumes, skits, songs and improvisation enlivened every introduction, every transition and academic curriculum was relevant, responsive, hands-on (and often edible).

Love

At Camp Phoenix I saw that love was something to show rather than tell. We showed love by celebrating our campers and the beautiful cultures they come from. We created a space of safety and nurturing out in nature away from the day to day. We co-created a community that mirrored and uplifted the collectivist values of our campers’ cultures, a place where community became the motivation to take the next step on that hike, to express gratitude and honor the indigenous peoples whose land we were visiting, and to practice self care as a way to show up as our best selves so that we might better support one another.

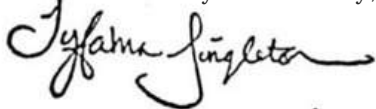
Opportunity

Camp Phoenix gave kids the opportunity to be kids. We offered the opportunity to read an engaging novel cover to cover in or under the trees before games of capture the flag and late afternoon swimming. We provided the opportunity to be with kids from their own communities and to be free of technology.

There is an increasing demand for the opportunity to experience the healing power of nature by youth whose families cannot easily access it. This summer our waitlist grew to over 50 children from only 8 Oakland schools. There are more than 20 other middle schools with over 10,000 kids in Oakland alone waiting to experience the joy, love and opportunity of a summer experience like Camp Phoenix. **Support Camp Phoenix and join us in envisioning a community where all of our kids get the opportunity to play, heal, grow and lead.**

Thank you for your part in another joyful, transformative summer.

In Phoenix Phamily community,



Dr. Tyfahra "Wakanda" Singleton
Executive Director



A NOTE FROM A CO-FOUNDER

My dearest Phoenix Phamily,

When I first heard Dr. Singleton’s camp name, I asked her, “Are you sure you want to choose ‘Wakanda’? You’re not afraid it’ll end up sounding dated?” Without skipping a beat she replied- “No, it’s Wakanda forever!” She pointed out that my camp name is also a Disney name: “Mulan.” I could have slapped my dumb-struck face right there! She was absolutely right, and without thinking, I had overlooked this hidden gem.

What a perfect allegory for Camp Phoenix’s next chapter. As we move into our 8th year and I reflect on our journey, I’ve realized that Camp Phoenix is our community’s Wakanda. It’s a uniquely magical place, protected in the middle of nature, and overflowing with the most talented, radical and intrepid leaders of color. It’s our secret place that we’ve molded to be the world we want to live in. And now we have the perfect leader for our world.

I’m floored by my absolute luck and privilege to support this new chapter. Here’s to a big Clap clap! Woot woot! for the time of Wakanda!

Together in community, Jacqueline "Mulan" Soohoo, Co-founder

OUR CAMPERS



Photography credit:
Cameron Manning

132

youth

87 summer
campers

132 year-round
explorers

- Campers gained on average **over 2 months** of learning in reading and made **25%** growth in mathematics
- **98%** of campers made academic growth in math or reading

"I learned that if I keep trying I can do it. One time I was having a hard time with a math problem and I kept trying and got it correct." - Camper Eduardo "Squidward"



"6th grade has been off to a great start. For example he told me his math class is going well because he learned some math stuff from Camp Phoenix over the summer." -Parent of camper Ricardo "Sasuke"

We use a Camp Phoenix-designed pre and post-exam for Mathematics and the standardized Pearson's Group Reading Assessment and Diagnostic Exam for Reading.



87%

of campers report that nature and the environment are more important to them after participating in Camp Phoenix.

"I've learned that I like the outdoors more than I thought because the outdoors is peaceful and fun." - Camper Daniel "Hades"



We use a Youth Outside survey to assess outdoor stewardship and nature appreciation outcomes for campers.

Photography Credit:
Cameron Manning



"I learned I can care for others the way people care for me. When girls were homesick I checked up on them and it just made me feel good knowing they were okay. Thinking of camp with everyone smiling and having fun--it makes my heart explode." - Camper Isis "Isicle"

91%

of campers feel more independent after camp and report building skills that will help them in the future

87% report becoming more independent when facing challenges in academics as a result of camp

Photography credit:
Cameron Manning



Photography credit:
Trey Foster & Matt Gee

92% of campers' families say their child is better at standing up for what they believe in as a result of Camp Phoenix

85% of campers' families say their child is better at working with others on a team

"Miguel is already an awesome kid and Camp phoenix has just reassured him that he can become anything he wants to be. I love that he comes back a different boy each summer and so excited and thinking positively of himself and how he can make a difference." -Parent of camper Miguel "Insurgent"

Camp Phoenix utilizes the National Research Center's Youth Outcomes Toolkit Survey to assess social-emotional outcomes with campers, through a family survey and camper survey.

OUR COUNSELORS-IN-TRAINING

9

High-school
alumni Counselors-
in-Training

100% of CITs reported an increased understanding of their leadership styles and pathways towards impacting their community

"First and foremost I love camp a ridiculous amount and I feel like I'll always lead with that; I'm just so grateful I could be there. Furthermore though, I definitely learned a lot about the way I lead, and about my weaknesses. I learned that my leadership is much more effective when I allow myself to tap into my empathy and focus on my relationship with the campers."

- CIT Melanie "Rose"



Photography credit:
Cameron Manning

"Camp Phoenix is my safe place, the place where I feel most at peace. I've made such amazing friendships and have met people I feel most comfortable with. It's taught me what happiness is, and even though there are a lot of tears most of the time there's smiles and laughs. That's another thing I've learned at camp, is that showing your emotions is normal and okay. Returning to camp is important because it feels like going back home. It feels great to give back to the people who started such an amazing organization. Camp has a really special place in my life and heart."

From 2013 6th grade camper, to
2019 Counselor-in-Training,
Glenda "Owly"





"At Camp Phoenix I learned that I'm more than a girl. I can do other things I didn't know I can do and I can speak up.-Camper Aaliyah
"Amazing"



OUR STAFF



42

staff

77% share the racial or economic backgrounds of our campers

- **93%** of staff report Camp Phoenix was valuable to their professional development.
- **100%** of staff felt like advocates for equity and opportunity
- **93%** of them are more interested in pursuing a career in educational equity because of their experience working at Camp Phoenix.

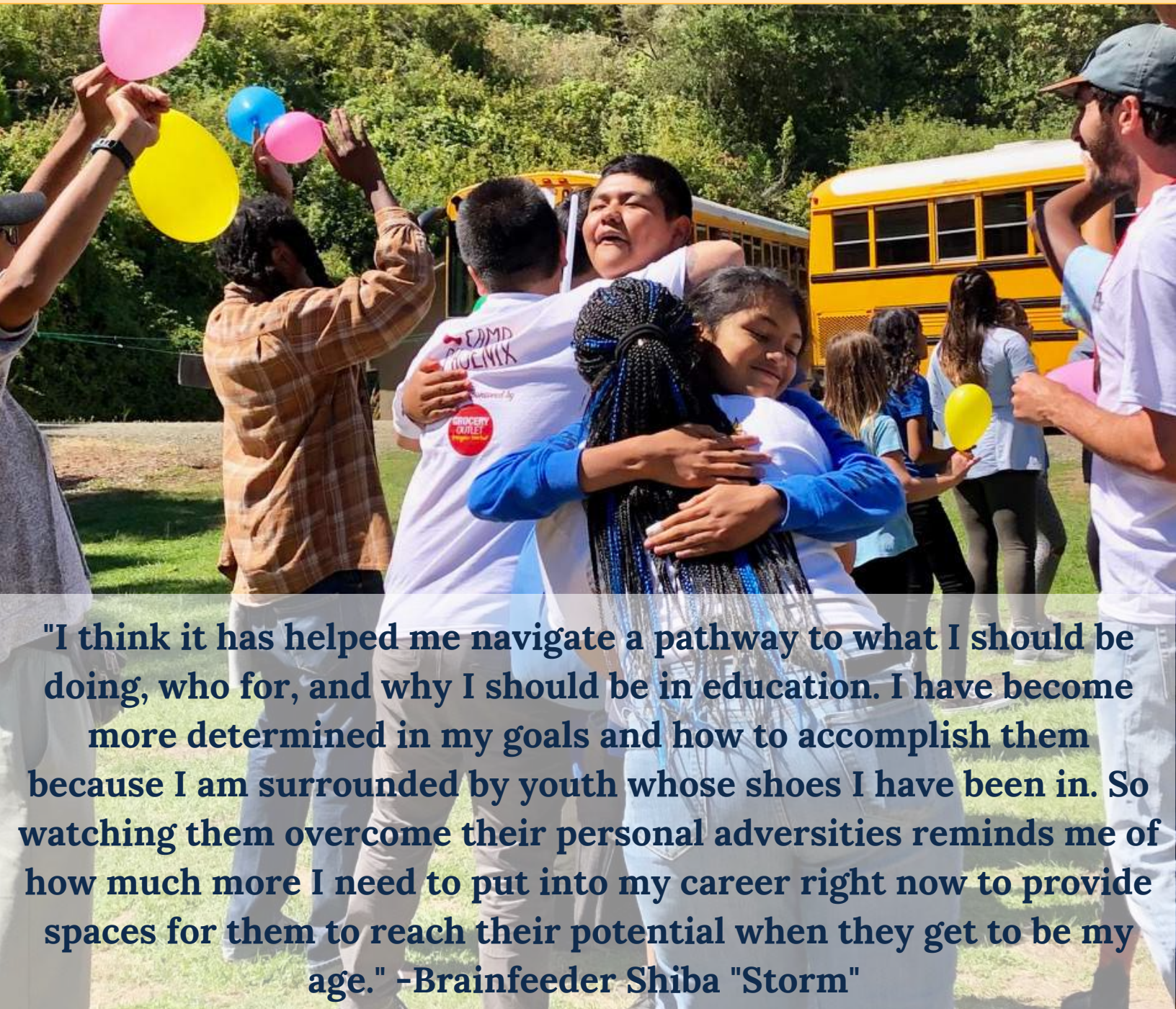


Photography credit: Cameron Manning



STAFF SOUNDBITES

"Camp has helped me learn to be an individual and advocate for myself as I get older. I have learned to appreciate the power of community especially around youth and what an impact they make on me as an individual but also the communities in which we live in." (continued below)



"I think it has helped me navigate a pathway to what I should be doing, who for, and why I should be in education. I have become more determined in my goals and how to accomplish them because I am surrounded by youth whose shoes I have been in. So watching them overcome their personal adversities reminds me of how much more I need to put into my career right now to provide spaces for them to reach their potential when they get to be my age." -Brainfeeder Shiba "Storm"

OUR SCHOOL PARTNERS & VOLUNTEERS



8

Oakland school
partners

Oakland Unified School District
Summer Lead Agency for 5 years

Coliseum College Prep Academy
Manzanita SEED
Frick Impact Academy
Greenleaf Elementary
KIPP Bridge
LIFE Academy
Roosevelt Middle School
Unity Middle School



“Camp Phoenix is a special place for so many of our students. It is an environment in which they can safely challenge themselves to try new things. For our incoming sixth graders, Camp Phoenix prepares them for the rigors of middle school by instilling strong habits of heart and mind. For our rising seventh and eighth graders, it is an annual opportunity for them to challenge themselves to apply their learnings in a different context. Our families and our staff love sending kids to Camp Phoenix, not just because of the fun things they get to do at camp, but also because of what they bring back with them—positivity, kindness, and intellectual curiosity.”

-Dean at Unity Middle School, Austin Razavi

+40 Camp Phoenix volunteers

We are incredibly thankful to our talented volunteers who support our work through everything from pro bono legal counsel, Camp Phoenix committee work, photography and chaperoning field trips. Thank you!

Alejandra Gonzalez
Anastasia Pierik
Anchal Ahuja
Andrew Song
Ariea Xu
Cameron Manning
Charles & Loling Beckman
Chris Perrius
Christine Jarjour

Daniel Duenas
Devika Saxena
Edward Givens
Ethan Hofmayer
Erika Lutz
Jada Williams
John Hyland
Katie Blodgett

Kimaya Karnawat
Leslie Arcemont
Lottie Fultz
Mallory Swartz
Marion Singleton
Matt Gee
Megan Macpherson
Milani Villarruel
Odalys De La O Cortez

Paul Mann
Piper Pehrson
Rachel Doughty
Rachel Frenkel
Ram Magar
Ramon Guerra
Rosario Duenas
Roxana De la O Cortez
Ryan Coates

Sahar Petri
Samantha Ridolfi
Sarah Pipping
Stephen Yogi
Sze Shun
Trey Foster
Vanessa Harvey
Wasim Kabir

YEAR-ROUND EXCURSIONS



86% of campers report feeling like they can make positive changes in their community and the environment as a result of participation in Camp Phoenix excursions

"There's a lot of beautiful places that I get to see because of Camp Phoenix." - Camper Genovive "Turquoise"

In the 2018-19 year, Camp Phoenix partnered with the Sierra Club, Bay Chapter, of Inspiring Connections Outdoors to bring outdoor learning experiences to campers all year long. Campers participated in 8 weekend excursions to Bay Area nature spaces and museums such as: Golden Gate Park, the California Academy of Science, Tilden Regional Park, China Basin State Park, the Oakland Zoo, Del Valle Regional park, and Mount Diablo State Park. Camp Phoenix also partnered with The Radical Monarchs to bring campers to see the documentary "We are the Radical Monarchs."

OUR DONORS

We are incredibly appreciative of our donors who provide the needed spark to make Camp Phoenix happen. Without these generous supporters, Camp Phoenix would not be able to provide joyful learning opportunities to youth at just \$0-\$60 per child. Our donors make our impact possible.

PHOENIX FIRE STARTERS (\$25,000+)

Crescent Porter Hale Foundation
Livermore Valley Wine Foundation
The Quest Foundation
Warriors Community Foundation

LANTERN BEARERS (\$10,000-24,999)

Barrios Trust
Children's Support League of the East Bay
The Guardsmen
Mary A. Crocker Trust
The Lampert-Byrd Foundation
Target Corporation
Youth Outside

COLOR CELEBRATORS (\$3,500-9,999)

Anne Craib and Jim Farmer
Galen Wilson
Judith Kulich
Lowell Berry Foundation
National Coalition of Black Women, Silicon Valley
Oakland Unified School District
Sarah Schuppisser and Michael Bull
Son and Mari Chang
The Boris and Vera Bogart Foundation

BANANA SLUG KISSERS (\$1,000-3,499)

Ashley Friedman Fund at Aspen Community Foundation
Anonymous
Anonymous
Francisco Gutierrez
Joseph Natoli

IN-KIND SUPPORTERS

Clif Bar
Disney Company
Fenton's Creamery
Gianni's Italian Bistro
Good Food Jobs
Grandflow
Grocery Outlet
John Bliss and Kim Thompson
Oakland Zoo
Pepsi Co.
Teach For America - Bay Area
Sierra Club Bay Chapter of
Inspiring Connections Outdoors
Southwest
Sports Basement
Straus Creamery
TCHO Chocolate
Warriors Community Foundation
Zachary's Pizza
Zs Associates



OUR DONORS

BANANA SLUG KISSERS CONTINUED

Larry Slater
Maria Antonia Hernandez
James Paek
PG&E Foundation
Dan Duett
Helene O'Brien
Sai-Ling Soohoo

Annie, Robert and Amelie Lorusso
Edmond Padrones
Macy's Inc.
Thom Doyle
Clif Bar Family Foundation
Pamakid Runners

REDWOOD FOREST EXPLORERS (\$500-999)

Ann Nachbar
Brian and Angela Van Osdol
Cammy Green
Dan Weeks
Ellen Bozzo
Fred Felman
Hannah Roeyer
Loling Beckman

Melissa Avila
Michael Mahowald
Nikhil Patel
Roger Tsai
Suzanne Lytle
Triskeles Foundation
Virginia Foxton

STAR GAZERS (\$250-499)

Bruce Nye
Cara Williams
Catherine Cotter
Charles Mao
Christopher Perrius &
Tyfahra Singleton
Devika Saxena
Jackie Lynn Ray
Jeff Gold

Jeremy Keenan
Kathryn Palmieri
Leslie Brousseau
Louisa Brown
Megan Mahowald
Michele Fromowitz Ramirez
Anonymous
Anonymous
Sam Williams

CAMPFIRE CREW (UP TO \$249)

Aditya Saxena
Anonymous
Alicia Gardner
Aly Bonde
Alyssa Fetini
Anonymous
An Truong

Arthur and Trish Hofmayer
Becky Gong
Betsy Biern
Anonymous
Caitlin Meyer
Carol Demkee
Cathy Sue Basen



OUR DONORS

CAMPFIRE CREW CONTINUED

Cathy Yeatts
Chana Kronfeld
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Christopher Jones
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Daphne Martschenko
David Brazer
David Waring
David Wright
Diane Hsieh
Digant Kasundra
Eduardo Caballero
Edward Givens
Elaine Corn Soohoo
Elizabeth Bollenbacher
Emily Davis
Esther Swen
Ethan Hofmayer
Ethan Toven-Lindsey
Ethel Richardson
Fahm Saeteurn
Faith Hutchinson
Gabriela Sandoval
Gloria Wang
Greg Heilers
Haley Ireland
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Jeffrey Fisher
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Jessica Melvin
Jessica Stewart
Joan Keiper
Joel Neuberger
John Fluker
Jordan Gant
Joseluis Alberto Garcia Flores
Joshua Perrius
Julia Pon
Julie McManus Werry
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Kathleen Banks
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Kathy Mayer

Keyvan Rahmatian
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Linda Bull
Linda Cleary
Lora Matheney
Mallory Swartz
Maov Ictor
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Marion Singleton
Maureen Whalen
Anonymous
Matthew Gazulis
Matthew Lyles
Mechele Abraham
Melinda Johnson
Miles Kilgallon
Miye Takagi
Nancy Carlson
Nancy Kim
Nicole Sattler
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Virginia Miller
Viviana Rodriguez
William Lin

OUR BOARD OF DIRECTORS

CHAIR: SARAH "SHE-RA" SCHUPPISSER

ANAYVETTE "SPRINKLES" MARTINEZ

GALEN "BUFFALO" WILSON

JAMES "RAFIKI" PAEK

JUDITH "WOLF" KULICH

MARIA ANTONIA "LUCUMA" HERNANDEZ

OUR ADVISORY BOARD

ALLISON "ASLAY" SLATER

ELLEN "ROAR" BOZZO

ROGER "MR. HAT" TSAI



A note from
Board Member and
Camp Phoenix
Parent, Anayvette "Sprinkles"
Martinez

There is SO much to say about the beauty and power of Camp Phoenix but my favorite thing is that it centers young people's experiences as brilliant kids of color, builds upon their confidence and supports them in unleashing their leadership. I got to witness this firsthand with my daughter and first Camp Phoenix camper Lupita. Lupita was a rising 6th grader and had never been to sleep-away camp.

It hadn't been diagnosed yet but she had been navigating a severe learning difference. This had greatly impacted her confidence in her academics, especially math. That summer she got to have the camp experience I never did, and she was BEAMING. **Lupita went up 3 math levels that summer. She started middle school with a new found confidence in her learning because of Camp Phoenix.** This year Lupita has begun her Sophomore year in high school and is beyond excited to return to Camp Phoenix as a Counselor In Training.

With another successful summer behind us and the leadership of Dr. Singleton as our new Executive Director, I'm excited more than ever for the future of Camp Phoenix and the youth of Oakland.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2019-2020



Basic Directions

Additional directions and related documents are on the Contracts Website (intranet)

- Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.
- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
 - Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and Talent Consultant Verification)
 - Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

Attachment Checklist

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

Contractor Information

Contractor Name	Camp Phoenix		Contractor's Contact	Tyfahra Singleton	
OUSD Vendor ID #	000925		Title	Executive Director	
Street Address	39931 Parada St, #B		City, State	Newark, CA	Zip Code
Telephone	916-208-1462		Email (required)	tyfahra@campphoenix.org	
Contractor History	Previously been an OUSD contractor? Yes		Worked as an OUSD employee? No		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated Start Date	7/1/2020	Date Work Will End	8/9/2020	Other Expenses	\$0.00
Pay Rate Per Hour (required)	\$0.00	Number of Hours (required)	0		

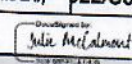

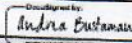
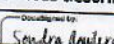
Requisition No.	Budget Number	Resource Name	Amount
20/21 Funds	010-4124-0-1110-1000-5825-922-9220-1887-0106-99999	21st Century Supplemental	\$ 11,700.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Contract Amount			\$ 11,700.00

OUSD Contract Originator Information

Name of OUSD Contact	Julie McCalmont		Email	julie.mccalmont@ousd.org	
Site/Dept. Name	Community Schools and Student Services Department		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 PO was issued.

1.	Administrator / Manager (Originator)	Name	Julie McCalmont		
	Site/Department (Name & #)	922/Community Schools and Student Services Department	Phone	510-879-2709	Fax
2.	Signature	 <input checked="" type="checkbox"/> Administrator verifies vendor is not excluded on https://www.sam.gov/		Date Approved	5/26/2020
	Resource Manager	Type of Funds:	<input checked="" type="checkbox"/> Restricted <input type="checkbox"/> Unrestricted <input type="checkbox"/> Grant		
	Signature	 <input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)		Date Approved	5/27/2020
3.	Signature (if using multiple restricted resources)	Date Approved			
	Network Superintendent/Executive Director	Signature			Date Approved
4.	Chiefs / Deputy Chiefs	Consultant Aggregate	<input type="checkbox"/> Under <input type="checkbox"/> Over \$ 92,600		
	<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		Date Approved		
	Signature			5/27/2020	
5.	Superintendent, Board of Education	Signature on the legal contract		Date Approved	5/27/2020

Legal Required if not using standard contract	Approved	Denied - Reason	Date
Procurement	Date Received	PO Number	