

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	14-1214
Introduction Date	6/25/14
Enactment Number	14-1065
Enactment Date	6/25/14



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

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

**Board Meeting Date**  
*(To be completed by Procurement)* \_\_\_\_\_

**Subject** Professional Services Contract -  
 Office of Parks and Recreation, Oakland, CA \_\_\_\_\_ (contractor, City State)  
 922/Family, School, and Community Partnerships Department \_\_\_\_\_ (site/department)

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

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*  
 OUSD's 21st Century Community Learning Center grants for elementary and middle school sites include Supplemental Funding to support summer learning programs, operated in partnership between schools and community organizations. In order to fulfill the grant requirements, OUSD is contracting with existing after school lead agency partners to provide enhanced and increased summer services at schools that will operate Title 1 funded morning academic programs. The community partner will provide an additional 3 hours of afternoon enrichment so students can participate in a full day, 6 hour program.

**Discussion**  
*One paragraph summary of the scope of work.*  
 Approval by the Board of Education of a Professional Services Contract between the District and the Office of Parks and Recreation, Oakland, CA, for the latter to provide services to work in partnership with the regular summer school program to expand and enhance summer enrichment and support services for students; work collaboratively with the summer school to provide afternoon enrichment, physical activity, and support services, enabling students to participate in a full 6-hour, daily summer learning program at Burckhalter Elementary School for the period of May 15, 2014 through August 15, 2014, in an amount not to exceed \$29,640.00.

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

**Fiscal Impact** Funding resource name (please spell out) 4124 / 21st CCLC  
 not to exceed \$ 29,640.00

**Attachments**

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

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OAKLAND UNIFIED SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

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

1. **Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 5/15/2014 or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400, whichever is later. The work shall be completed no later than 8/15/2014.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Twenty Nine Thousand, Six Hundred Forty Dollars (\$29,640.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  1. Individual consultants:
    - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
    - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
    - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
  2. Agencies or organizations:
    - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A which shall not exceed a total cost of \$ \_\_\_\_\_.
6. **CONTRACTOR Qualifications / Performance of Services.**

**CONTRACTOR Qualifications.** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

**Standard of Care.** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

7. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

**OUSD Representative:**

Name: Julie McCalmont  
Site /Dept.: 922/Family, School, and Community Partnerships  
Address: 746 Grand Avenue  
Oakland, CA 94610  
Phone: (510) 273-1576

**CONTRACTOR:**

Name: Office of Parks and Recreation  
Title:  
Address: 250 Frank H. Ogawa Plaza, Suite 3330  
Oakland, CA 94612  
Phone: (510) 238-4722

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

**8. Invoicing**

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

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

**9. Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

**10. Insurance:**

- 1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
  - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
  1. **Tuberculosis Screening**
  2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial:     *RRD*    

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.  
  
CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.  
  
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/search.do>)

**Summary of terms and compensation:**

Anticipated start date: 5/15/2014 Work shall be completed by: 8/15/2014 Total Fee: \$ 40,040.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education  
 Superintendent or Designee

Secretary, Board of Education

Date

Date

CONTRACTOR

Contractor Signature

Date

Print Name, Title

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Approval by the Board of Education of a Professional Services Contract between the District and the Office of Parks and Recreation, Oakland, CA, for the latter to provide services to work in partnership with the regular summer school program to expand and enhance summer enrichment and support services for students; work collaboratively with the summer school to provide afternoon enrichment, physical activity, and support services, enabling students to participate in a full 6-hour, daily summer learning program at Burckhalter Elementary School for the period of May 15, 2014 through August 15, 2014, in an amount not to exceed \$29,640.00.

SCOPE OF WORK

Office of Parks and Recreation will provide a maximum of hours of services at a rate of \$ per hour for a total not to exceed \$ 29,640.00. Services are anticipated to begin on 5/15/2014 and end on 8/15/2014.

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.

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

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Summer learning programs are critical in countering summer learning loss in students. Students will greatly benefit from the opportunity to participate in a full 6-hour summer learning program offered in partnership with the school and community organization. The summer learning program will provide students with a safe and supportive place to spend their summer. Students' physical and social-emotional health and well-being will be supported through the summer program's academic, enrichment, and support services. As a result of the summer learning program, students will return to school in the fall feeling more engaged in learning, more connected to the school community, and less affected by summer learning loss. As a result, students will be more prepared to engage in a new school year of learning and more ready to attend school on a daily basis.

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

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

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

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: \_\_\_\_\_
  
  - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
    1. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
    2. Meeting announcement for meeting in which the SPSA modification was approved.
    3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
    4. Sign-in sheet for meeting in which the SPSA modification was approved.
-



### OUSD Summer 2014 Lead Agency Program Plan

This document serves as the lead agency application and planning tool for the Summer 2014 program. Please be as detailed as possible when completing the following summer program plan. In order to have priority consideration in our selection of OUSD Summer Lead Agency Partners, this program plan must be submitted electronically and in hard copy to the OUSD After School Programs Office, no later than Friday, January 10.

Submission Date: 1/10/2014

Name and Title of Person completing this plan:

Melvin Landry

#### SECTION 1: Lead Agency Information

Lead Agency Name:  
Office of Parks and Recreation

Lead Agency Address:  
250 Frank H. Ogawa Plaza, suite 3330

Lead Agency Phone:  
510-238-4722

Lead Agency Fax:  
510-238-3817

Main Contact Person:  
Melvin Landry

Email:  
mlandry@oaklandnet.com

Phone:  
510-773-8083

#### SECTION 2: Description and Rationale for selection of Lead Agency

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

We offer critical quality of life programming in areas of enrichment, cultural arts, prevention and intervention, sports and physical activities, health and wellness, youth violence abatement, and leisure activities for adults, youth, and children. Programs (camps) and Summer Programs at recreation centers, pools and parks are part of the efforts to promote health, stem obesity, and encourage civic participation, personal development, and empowerment. We preserve the best of Oakland and connect communities.

#### SECTION 3: Lead Agency Mission

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

Our diverse arts and enrichment programs improve the quality of life for every Oakland resident. We offer a wide variety of recreational programming for all ages; we especially encourage youth to make safe and healthy choices that deter criminal behavior.

We offer a wide range of recreation, leisure, cultural, educational and environmental programs and activities in East, West and Central Oakland with something for everyone!



**SECTION 4: Summer Program Quality Team**

Please list the members of your agency's summer program quality team. This team should include 2-4 key stakeholders involved in the planning, implementation, and assessment of the summer program. In addition to the Summer Site Coordinator, team members may include an Agency Director, and key summer program staff. It is understood that members of the quality team will participate at varying levels in summer planning meetings and trainings, given their availability and role within the project. **Please designate a quality team leader with an asterisk (Example: Jamie Smith\*).** The team leader is considered to be the project liaison and will be the main person responsible for corresponding with OUSD and Partnership for Children and Youth staff.

Name	Title	Email	Phone
Melvin Landry	Sports Coordinator	<a href="mailto:mlandry@oaklandnet.com">mlandry@oaklandnet.com</a>	510-773-8083
Cynthia Armstrong	Center Director	<a href="mailto:carmstrong@oaklandnet.com">carmstrong@oaklandnet.com</a>	510-867-5788
Armond Gray	Youth Sports Coordinator	<a href="mailto:agray@oaklandnet.com">agray@oaklandnet.com</a>	415-595-9276
Karis Griffin	Recreation Supervisor	<a href="mailto:kgriffin@oaklandnet.com">kgriffin@oaklandnet.com</a>	510-385-4496

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

Summer program quality learning community meetings will occur on a monthly basis (January-October 2014) in collaboration with OUSD and Partnership for Children and Youth (PCY) staff. These meetings will support agencies and program sites in planning, implementation, technical assistance, and evaluation of summer programs. The Summer Learning Community meeting schedule will be distributed to selected summer lead agency partners in December. Summer Site Coordinators and Agency Directors are expected to attend the monthly Summer Learning Community meetings.

In addition to the monthly Summer Learning Community Meetings, approximately 15 – 18 hours of additional summer training will be provided to summer program staff and site coordinators. These line staff trainings will focus on topics such as high quality summer STEM, physical activity, and enrichment. A schedule of trainings for summer program staff will be provided by March, and trainings will occur between April – June. Summer program staff will be required to attend these summer trainings.

**Assurances: (please initial each item)**

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

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

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

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

**Agency Professional Development Plans**

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

Our professional development plans and schedule for summer staff will include monthly meetings, summer hiring process; to hire additional staff for this program, annual spring training which are held in March and summer training which are held in June.

**SECTION 6: Summer Program Information**

Monday- Friday

Projected # of Program Days your program will operate during the Summer: \_\_\_\_\_  
(Please note that the OUSD Morning Summer Program will operate for 19 days, from June 23 – July 18, with program closure on July 4<sup>th</sup>)

Grades Served: K- 8<sup>th</sup> grade

Projected enrollment for summer hub: 140 students

Using the OUSD Summer Learning Goals as a guide, state 2-4 Agency/Site Youth Learning Goals for Summer Program Participants:

Program goals for participants include; promoting positive and developmental youth outcomes. Also to build skills, knowledge and behaviors that promotes enrichment and healthy development.

Hours of Operation (Please note that morning summer school will operate from approximately 8:15 – 12:15 daily.  
Your 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 3:45 as the building will be promptly locked at 4pm daily):

**Proposed Daily Program Schedule and Expected Activities**

- Please note that all programs 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 cleanup/debrief times on your daily schedule below.

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

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

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

Our planned enrichment activities are perfect for summer staff working summer programs. We will enhance children's creativity with a wide variety of crafts, puzzles, games, and outdoor activities that will help extend any topic, as well as build skills in critical thinking, listening, memory, visualization, and concentration through singing, hands-on science experiments, physical education games, word puzzles, art projects, and more!

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

Physical activity standards were developed for "out of school time", they differ from California State Physical Education Standards. In-school P.E. looks to support students in learning and achieving a core set of physical competencies. "Out of school time" physical activity look to offer young people chances to move, play, have fun and be physically active. These standards "out of school time" physical activity focuses much less on physical competencies of the youth, and much more on the opportunities, supports and experiences that the program provides.

Benefits of physical activity for youth include; building and maintaining healthy bones, muscles and joints. Promotes psychological health and well-being, health weight, and reduces health risk.

Sports activities aim to provide youth with a scheduled time of moderate-to-vigorous physical activity that will be offered three times a week to ensure youth have the opportunity to frequently engage in sports, physical activity. This will include aerobic exercise, strength training, and flexibility training.

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

#### **SECTION 7: Summer Program Recruitment Strategies and Timeline**

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

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

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

We ensure enrollment of students from all the feeder schools into the summer hubs by distributing informational flyers, referrals and by recruiting youth who are currently enrolled in alternative city-wide programs. Information will be distributed over a span of several weeks up until the start date of the summer program.

#### **SECTION 8: Summer Line Staff Information (if known at this time)**

To promote continuity between OUSD after school and summer programs, and to provide year-round work opportunities for talented youth development professionals in Oakland, we are particularly interested in seeing current, highly qualified Oakland after school workers become the summer program staff at our OUSD Summer Hubs.

Please list the name(s) of line staff whom you intend to hire as part of your summer program staff. Please note that the summer program must have a maximum 1:20 adult to student ratio.

*Important Note:* Summer program staff will be expected to attend 15 – 18 hours of OUSD summer line staff trainings. The Summer Site Coordinator and summer program staff must be hired **no later than April 4.**

Program Staff Name	Email	Current After School Site where he/she works	Anticipated summer program hub site	Did he/she work in an OUSD Summer Program last year?

Please indicate how many total staff vacancies you anticipate you will need to fill in order to fully staff your proposed Summer Hub(s):   7  

All summer program staff must be hired by April 4 in order to participate in initial summer trainings that may take place during the Spring Break in mid-April.

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

Please describe your planned job recruitment strategies to hire highly qualified individuals for OUSD Summer Program Hubs.

All highly qualified individuals will have to participate in the OPR summer hiring process that begins on February 7<sup>th</sup>. We also have existing staff currently employed with OUSD.

Please summarize some of the key qualifications and characteristics your agency will look for in hiring highly qualified summer program staff.

Some of the key qualifications and characteristics we will look for are individuals that really want to work with kids, very energetic, good listeners, and self-starters.

**SECTION 9: SUMMER BUDGET**

See attached budget

**Important Note:**

OUSD Summer Programs are free programs. Summer Lead Agencies **cannot** charge a summer program fee to participating families.

Revised: 12/1/13

**21ST CENTURY SUMMER BUDGET PLANNING SPREADSHEET**

ELEMENTARY & MIDDLE SCHOOLS 04.2013

Site Name:	Burckhalter School	21st CCLC Grant Funds for Lead Agency	Lead Agency In-Kind Contributions
Site #:	105		
Lead Agency	Oakland Parks and Rec		
Total 21st CCLC Grant Funds	\$29,640		
<b>TOTAL CONTRACTED FUNDS</b>		<b>\$29,640</b>	<b>\$0</b>

**BOOKS AND SUPPLIES**

4310	Supplies (can be purchased by lead agency for summer supplemental programming)	\$6,565	
4310	Curriculum		
5829	Field Trips (fees, supplies)		
	Bus tickets for students		
	Rental bus for field trips		
	Snacks		
	Incentives		
	Family Night supplies	\$4,500	
	Total books and supplies	\$11,065	\$0

**TEACHER SALARIES AND BENEFITS**

1120	Teacher Extended Contracts for STEM Instruction (days X hours X \$23.16)		
3000	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 24%)		
	Total Teacher Salaries and Benefits		

**CONTRACTED SERVICES**

5825	Site Coordinator (list here if CBO staff)	\$1,585	
5825	Academic Instructors		
5825	Enrichment Facilitators	\$15,850	
	STEM Instructor(s)		
5825	Subcontractors (please list each specific subcontracting agency)		
5825	Professional Development		
5825	Destiny Arts 6-hr Training and Curriculum provided to OUSD summer staff		
5825			
5825			
5825			
	Total services	\$17,435	\$0

**IN-KIND DIRECT SERVICES**

	Total value of in-kind direct services		\$0

**SUBTOTALS**

	Subtotals DIRECT SERVICE	\$28,500	\$0
	Allowable lead agency admin (at 4% of contracted funds or less)	\$1,140	

**TOTALS**

	Total budgeted per column	\$29,640	
	BALANCE remaining to allocate	\$0	



**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Office\* of Parks\* and\* Recreation\***  
**Record Status: Active**

**No Search Results**



250 FRANK H. OGAWA PLAZA, SUITE 3330 • OAKLAND, CALIFORNIA 94612-2032

Office of Parks and Recreation

(510) 238-3092  
FAX (510) 238-2224  
TDD (510) 515-5883

Thursday, May 15<sup>th</sup>, 2014

Oakland Unified School District  
764 Grand Avenue  
Oakland, CA 94610  
Office: (510) 273-1576  
Fax: (510) 273-1551

Dear Julie McCalmont,

This letter is written to confirm the Office of Parks and Recreation's (OPR) policy regarding staff LiveScan background checks and TB testing. All City of Oakland staff/volunteers assigned to work with the Summer Enrichment Program have completed OPR's compliance process and have tested negative for tuberculosis.

**Compliance**

All employees of the City of Oakland, Office of Parks and Recreation have been screened through the use of the State of California, Department of Justice Live Scan process. Each staff's background is checked and they are fingerprinted. In addition to the initial criminal background check, if during the course of this contract, OPR obtains subsequent notification of an arrest or conviction of a serious or violent felony, a sexual offense, or a controlled substance abuse offense, OPR will immediately prohibit the staff(s) participation in the project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Davila".

Robert Davila  
Oakland Parks and Recreation  
Administrative and Fiscal Manager  
Office: (510) 238-3926

Attachment: Subcontractor LiveScan Form  
cc: OPR Contract File

14-1214

### CITY OF OAKLAND CERTIFICATE OF SELF-INSURANCE

**CERTIFICATE HOLDER:** Oakland Unified School District  
746 Grand Avenue  
Oakland, CA 94610-2714

**LOCATION OF OPERATION:** Burckhalter Elementary School, 3994 Burckhalter Ave., Oakland, CA 949605-2616

**DESCRIPTION OF ACTIVITY:** Afternoon Enrichment Programs

**DATE(S) OF COVERAGE:** 05/15/2014 to 08/15/2014

**CERTIFICATE ISSUER:** CITY OF OAKLAND  
HUMAN RESOURCES MANAGEMENT DEPARTMENT  
RISK AND BENEFITS DIVISION  
150 Frank H. Ogawa Plaza, 2nd Floor  
Oakland, CA 94612-2007  
510-238-7165

This is to certify that the City of Oakland is self-insured for the following coverages:

<u>Type of Coverage(s)</u>	<u>Self-Insured Limit(s)</u>
I. Commercial General Liability	\$1,000,000 ea. occurrence
II. Automobile Liability	\$1,000,000 CSL
III. Workers' Compensation and Employers' Liability	Statutory Limits E.L. each accident \$1,000,000 E.L. Disease—ea. Employee \$1,000,000 E.L. Disease—Policy Limit \$1,000,000
<p><b>SPECIAL TERMS AND CONDITIONS:</b> The following entities are hereby named as additional insured for the above referenced project in the covered areas of Commercial General Liability and Automobile Liability, but only as regards work performed by or on behalf of the City of Oakland and its employees in conjunction with the referenced event:</p> <ul style="list-style-type: none"> <li>• Oakland Unified School District</li> </ul>	
<p>Should any of the above described programs of self-insurance be modified or cancelled before the expiration date shown below, the City of Oakland will give thirty (30) days written notice to the named certificate holder.</p>	
<p>It should be expressly understood, however, that the intent of the insurance evidenced herein is extended pursuant to the Administrative Policies of the City of Oakland, which does not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions shall invalidate this certificate.</p>	
<p><b>Note: Any unauthorized alteration of this certificate will render the intended coverage null and void.</b></p>	

**DATE ISSUED:** May 30, 2014

**CERTIFICATE EXPIRES:** June 30, 2014

*Deborah Grant*

AUTHORIZED SIGNATURE  
RISK MANAGER



**PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2013-2014**

**Basic Directions**

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

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

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

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

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

**Contractor Information**

Contractor Name	Office of Parks and Recreation	Agency's Contact	Melvin Landry
OUSD Vendor ID #	I002052	Title	Youth Sports Supervisor
Street Address	250 Frank H. Ogawa Plaza, Suite 3330	City	Oakland
Telephone	(510) 238-4722	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Zip	94612
		Email (required)	mlandry@oaklandnet.com
		Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**Compensation and Terms – Must be within the OUSD Billing Guidelines**

Anticipated start date	5/15/2014	Date work will end	8/15/2014	Other Expenses	\$
Pay Rate Per Hour (required)	\$	Number of Hours (required)			

**Budget Information**

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

Resource #	Resource Name	Org Key	Object Code	Amount
4124	21st CCLC	9221872101	5825	\$ 29,640.00
			5825	\$
			5825	\$
<b>Requisition No. (required)</b>			<b>Total Contract Amount</b>	<b>\$ 29,640.00</b>

**Approval and Routing (in order of approval steps)**

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

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

1.	<b>Administrator / Manager (Originator)</b>	Name	Julie McCalmont	Phone	(510) 273-1576
	Site / Department	922/Family, School, and Community Partnerships Department		Fax	(510) 273-1551
	Signature			Date Approved	5-28-14
2.	<b>Resource Manager, if using funds managed by:</b> <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	5-28-14
	Signature (if using multiple restricted resources)			Date Approved	
3.	<b>Regional Executive Officer</b>				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature			Date Approved	
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant Aggregate Under , Over \$50,000				
	Signature			Date Approved	6-2-14
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal</b> Required if not using standard contract		Approved	Denied - Reason	Date	
<b>Procurement</b>	Date Received		PO Number		