Board Office Use: Le	gislative File Info.
File ID Number	15-1360
Introduction Date	8/12/15
Enactment Number	15-1266
Enactment Date	8/12/15 0/2



Memo

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Board of Education

From

Antwan Wilson, Superintendent

Board Meeting Date (To be completed by

Procurement)

8/1415

Subject

Professional Services Contract - Bay Area Community Resources

922/Community Schools and Student Services Dept.

(site/department)

Action Requested

Ratification of professional services contract between Oakland Unified School District and Bay Area Community Resources . Services to

be primarily provided to 922/Community Schools and Student Services Dept.

through 08/21/2015 for the period of 05/01/2015

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.

Summer Learning Program Hub: Urban Promise Academy

Discussion One paragraph summary of the scope of work.

Ratification by the Board of Education of a Professional Services Contract between the District and Bay Area Community Resources, San Rafael, CA, for the latter to work in partnership with the regular summer school program to expand and enhance summer enrichment and support services for students; contractor will 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 Urban Promise Academy for the period of May 1, 2015 through August 21, 2015, in the amount of \$19,760.00.

Recommendation

Ratification of professional services contract between Oakland Unified School District and Bay Area Community Resources . Services to

be primarily provided to 922/Community Schools and Student Services Dept.

for the period of 05/01/2015 through 08/21/2015

Fiscal Impact

Funding resource name (please spell out) 4124/21st CCLC Core Funding

not to exceed 19,760.00

Attachments

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

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PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Bay Area Community Resources

the	ONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons ecially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and neetent to provide such services. The parties agree as follows:
1.	Services: 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 05/01/2015 , or the day immediately following approval by the Superintendent
	if the aggregate amount CONTRACTOR has contracted with the District is below \$86,000 in the current fiscal year; or, approval by the
	Board of Education if the total contract(s) exceed \$86,000, whichever is later. The work shall be completed no later than
	08/21/2015
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Nineteen Thousand, Seven Hundred Sixty
	Dollars (19,760.00 per fiscal year], at an hourly billing rate not to exceed 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 the District 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 except: N/A
	which shall not exceed a total cost of
5.	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 accorded principles and practices of its

profession for services to California school districts.

- 6. 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.
- 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:

Rev. 9/4/2014 v1	Requisition No.	P.O. No	

OUSD Representative:

CONTRACTOR: Julie McCalmont Name: Martin Weinstein Name: 922/Community Schools and Student Services Dept. CEO Site /Dept.: Title: Address: 746 Grand Avenue Address: 171 Carlos Drive CA 94903 Oakland CA 94610 San Rafael Phone: (415) 444-5580 Phone: (510) 273-1576 Email: julie.mccalmont@ousd.k12.ca.us Email: mweinstein@bacr.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.

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.

Insurance:

- Unless specifically waived by OUSD, the following insurance is required:
 - 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:

- D 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.
- OCONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- 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 from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 10. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 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 or sexual orientation.

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- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. **Termination**: 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.
- 18. 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:
 - Tuberculosis Screening: CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 - 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.

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.

- 19. 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.
- 20. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate 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:
 - 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).
- 21. 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.
- 22. 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

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access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. 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.

- 24. 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/).
- 25. 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.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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 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.
- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9

OAKLAND UNIFIED SCHOOL DISTRIC

President, Board of Education

Superintendent

Chief or Deputy Chief

Secretary, Board of Education

Martin Weinstein 6/23/15
Contractor Signature

Martin Weinstein
CEO MARTIN WEINSTEIN

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 15-136

Enactment Number: 15-126

Enactment Date:

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 <u>WITHOUT</u> 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.

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.

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3.

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 th (Check all that apply.)	e goals and visions supported by the services of this contract:
	☐ Ensure a high quality instructional core	 Prepare students for success in college and careers
	Develop social, emotional and physical health	Safe, healthy and supportive schools
	Create equitable opportunities for learning	☐ Accountable for quality
	☐ High quality and effective instruction	☐ Full service community district
4.	Please select:	e Plan – CSSSP (required if using State or Federal Funds): (no additional documentation required) – Item Number:
	Action Item added as modification to Board A Manager either electronically via email of scanned do	Approved CSSSP – Submit the following documents to the Resource ocuments, fax or drop off.
	Relevant page of CSSSP with action item highlig date, school site name, both principal and school	ghted. Page must include header with the word "Modified", modification of site council chair initials and date.

Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.

Meeting announcement for meeting in which the CSSSP modification was approved.

Sign-in sheet for meeting in which the CSSSP modification was approved.

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REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

CERTIFICATE OF LIABILITY INSURANCE

BAYAR-3 OP ID: SG

DATE (MM/DD/YYYY)

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

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		Phone: 415-493-2500	CONTACT NAME:	Sindy Graham		
Farallone Pacific Insurance Services, License # 0F84441		Fax: 415-493-2505	5 PHONE (A/C, No, Ext): 415-493-2166 FAX (A/C, No): 415-49		-493-2505	
859 Diablo	o Avenue		E-MAIL ADDRESS	sgraham@fp-ins.com		
	lovato, CA 94947 Peter C. Schmale, ext 121		INSURER(S) AFFORDING COVERAGE		NAIC#	
			INSURER	A: Philadelphia Indemnity	Ins Co.	32760
INSURED Bay Area Community Resources Inc. 171 Carlos Drive		nity Resources,	INSURER	B: State Compensation In	s. Fund	
			INSURER	C:		
San Rafael, CA 94903-2005		INSURER	D:			
,			INSURER	E:		
			INSURER I	F:		

COVERAGES

CERTIFICATE 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.

NSR LTR	TYPE OF INSURANCE	ADDL :		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
	GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000
Α	X COMMERCIAL GENERAL LIABILITY	X	PHPK1197717	07/01/2014	07/01/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$	20,000
	Abuse Sublimit					PERSONAL & ADV INJURY	\$	1,000,000
	X 1,000,000					GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY PRO- JECT X LOC						\$	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
Α	* ANY AUTO		PHPK1197717	07/01/2014	07/01/2015	BODILY INJURY (Per person)	\$	
	ALL OWNED X SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$		
	X HIRED AUTOS X NON-OWNED AUTOS			PROPERTY DAMAGE (Per accident)	\$			
							\$	
	UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	5,000,000
A	X EXCESS LIAB CLAIMS-MADE		PHUB465255	07/01/2014	07/01/2015	AGGREGATE	\$	
	DED X RETENTIONS 10,000						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X WC STATU- TORY LIMITS OTH- ER		
В	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	9065014-2014	07/01/2014	07/01/2015	E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Α	Professional		PHPK1197717	07/01/2014	07/01/2015	Each		1,000,000
	Liability					Aggregate		2,000,000

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

Oakland Unified School District is named as an Additional Insured, per the attached endorsement

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
900 High Street Oakland, CA 94601	AUTHORIZED REPRESENTATIVE Minus Graham

	TURY SUMMER BUDGET PLANNING	G SPREADSHEET	
LEMENTARY 8	MIDDLE SCHOOLS 04.2015		
Site Name:	Urban Promise Academy		
Site #:	236		
		17/	
# of summer	Bay Area Community Resources		
tudents (ADA)	80		
# of summer program days	19	and the same of the same of	
Total 21st CCLC		21st CCLC Grant Funds for	
Grant Funds		Lead Agency	Contribution
	TOTAL CONTRACTED FUNDS	\$19,760	\$0
OOKS AND SUP	Supplies (can be purchased by lead agency for summer		
4310	supplemental programming)	\$805	\$
4310	Curriculum	\$0	
5829	Field Trips	\$1,700	
	Bus tickets for students		
	Rental bus for field trips		
	Snacks		
	Incentives	\$125	
	Family Night supplies (showcases)	\$200	
	Total books and supplies	A	
		\$2,830	\$
ONTRACTED SE	Site Coordinator - Sheree West - \$24/hr x 6 hr/day x 19 days =		
5825	\$2,736 + \$684 (25% Fringe) = \$3,420	\$3,420	
5825	Insructors PD - \$20/hr x 34 hours = \$680 + \$170 (25% Fringe) = \$850 x 4 Staff = \$3,400	\$3,400	
	The state of the s	\$5,185	
5825	Enrichment/STEM/Physical Fitness Instructors - unknown - \$20/hr x 4 hr/day x 19 days = \$1,520 + \$380 (25% Fringe) = \$1,900	\$1,900	
3023			
5825	Enrichment/STEM/Physical Fitness Instructors - unknown - \$20/hr x 4 hr/day x 19 days = \$1,520 + \$380 (25% Fringe) = \$1,900	\$1,900	
5825	Enrichment/STEM/Physical Fitness Instructors - unknown - \$20/hr x 4 hr/day x 19 days = \$1,520 + \$380 (25% Fringe) = \$1,900	\$1,900	
	Enrichment/STEM/Physical Fitness Instructors - unknown - \$20/hr		
5825	x 4 hr/day x 19 days = \$1,520 + \$380 (25% Fringe) = \$1,900	\$1,900	
5005	Summer Intern - unknown - \$10/hr x 10hrs/wk x 4 wks = \$400 +	6 500	
5825	\$100 (25% Fringe) = \$500 Summer Quality Assurance Manager - Adrian Cabezas - \$1,000 +	\$500	
5825	\$250 (25% Fringe) = \$1,250	\$1,250	
5825			
5825			
	Total services	\$16,170	
-KIND DIRECT S		***************************************	
-	Program Director and Manager		\$2,
	Summer Program Admin/Support Assistant		\$1,
	Vista Americorp		\$
	Americorps (TBD)		
	Total value of in kind discrete		
UBTOTALS	Total value of in-kind direct services	•••••	\$3,
J.D.I.O.I.ALS			
	Subtotals DIRECT SERVICE	\$19,000	\$4,
	Allowable lead agency admin (at 4% of contracted funds or less)	\$760	
DTALS			
	Total budgeted per column	\$19,760	
	BALANCE remaining to allocate	\$0	B

Required Signatures for Budge	t Approval:		1	
Lead Agency:	MAC	Date: 4 28	12	
	00			

Notes:

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

²⁾ These contracted summer funds are based on anticipated summer program average daily attendance. Sites that fall short of 85% of the summer attendance target in the first week will be required to submit an aggressive student recruitment and retention plan for the remainder of the summer and reallocate budget funds appropriately to reflect actual attendance numbers.



OUSD Summer 2015 Lead Agency Summer Program Plan Summer Hub: <u>Urban Promise Academy</u>

(Submit to OUSD Expanded Learning Office by April 23)

Lead Agency Name:	Summer Hub Site:	Target Summer Average Daily Attendance (ADA) Number:	Grades Served:
Bay Area Community Resources	Urban Promise Academy	80	6 th – 8 th
Hours of Operation (include hours for full six hour summer program): 8:00am – 3:15pm	Type of Program (6 hour stand alone or A+B afternoon enrichment):	Program Dates: (note any program closure dates during this period	Total # of summer program days of operation:
	A+B afternoon	June 22, 2015 – July 17, 2015 (July 3 rd , holiday closure)	19

SECTION 2: Lead Agency Assurances

Please review and initial each item and sign below.

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.

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.

+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.

understand that I am required to submit single-sided hard 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 by the last day of my summer program. I will also submit attendance data during the course of my summer program, as requested, for OUSD's attendance reporting to the California Department of Education.

I understand that OUSD's 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.

confirm that my summer budget plan reflects my actual planned expenditures for my program. I will submit a required summer-end expenditure report to the OUSD Expanded Learning Office reporting on my agency's actual expenditures aligned to this budget plan. I understand that any discrepancy of over 10% between any line item in my budget plan and actual summer expenditures for that line item must be justified in my final expenditure report.

Lunderstand 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.

If I am a stand-alone 6 hour program, I understand that OUSD will only cover custodial costs for four weeks of my summer program until 3:30 pm. My agency will be responsible for covering any extra custodial costs if my program runs beyond four weeks and beyond the hours of 3:30 pm daily.

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

Name and Signature of Summer Lead Agency Director:

SECTION 3: Summer Calendar and Daily Schedule

- Please attach 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).
- b) Please attach 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). Attached is an example.
- 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 Curriculum

Please note that all programs under the A+B model should plan to provide daily hands-on academics (ie. STEM) enrichment, physical activity, and community building activities.

Project Based Activities: Students will participate in hands on activities towards completing a project they will present at our end of summer celebration, this will be done through multiple formats (including STEM activities and enrichment activities)

Community Building/Showcase practice: We will incorporate activities to support students in having a sense of belonging to the program, connection with their peers and adults, and experience positive social interactions with their peers and caring adults. These activities will include: BIC, Opening and closing circles and reflection, Get to know you games, etc.

Physical Activity: In this enrichment students will get the benefit of playing fun cooperative games, learning to work as teams, and daily physical activity. This specific class will focus on "soccer league". Our instructor aims to create a summer full of exciting play time for students.. We will do at least 30 minutes a day. Students will learn ways to maintain good health and well being over the summer.

STEM: Techbridge

Enrichment: One class will be, hand crafting low rider skateboards and hand painting them. Other enrichment TBD.

SECTION 5: Summer Program Recruitment and Retention Strategies and Timeline

Briefly describe your anticipated summer program student recruitment and retention activities and timeline.

- a) Describe how you will work with school leaders and after school providers at your summer hub and feeder schools to recruit students for summer programming. Please note that summer programs are required to hit at least 85% of their attendance target. Programs should appropriately overenroll to ensure that the target average daily attendance number is reached.
- b) What strategies will you use to retain students over the summer to ensure that your attendance numbers stay high. Please note that we highly recommend that programs maintain a waitlist so that students who do not show up after the first week of program can be immediately replaced.

We will work closely with OUSD ensure that we are following the best process in recruiting students, based on lessons learned from last year and process communicated to the principals. This will need to start in late April to early May at the latest. In speaking to all our Summer Principals they have started thie process of registration already, we will check in weekly on enrollment numbers starting in mid-May. In addition, we will be participating in summer registration dates and/or summer orientations.

In terms of our multiple sites HUBs, a member of the BACR Program Management Team along with the HUB Summer Coordinator will coordinate ongoing meetings with all HUB principals to ensure that we are on track with recruitment and have equitable enrollment. In conjunction with the principals we will come up with a realistic and equitable number of student per site that will be based on the target population identified in the OUSD summer learning goals. We will discuss the criteria against the need of the schools and overall percentage of students that fall in the target population criteria. This percentage will be equally reflected in driving our enrollment, given that students must participate all day.

SECTION 6: Summer Line Staff Information (if known at this time)

To promote continuity between OUSD after school and summer programs, and to provide year-round work opportunities for talented youth development professionals in Oakland, we are particularly interested in seeing current, highly qualified Oakland after school workers become the summer program staff at our OUSD Summer Hubs. Please list the name(s) of line staff whom you intend to hire as part of your summer program staff. (Add additional rows as needed.) Please note that the summer program must have a maximum 1:20 adult to student ratio.

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

Important Note: Summer program staff in A+B programs will be expected to attend 15 – 18 hours of OUSD summer line staff trainings. The Summer Site Coordinator and summer program staff should be hired **no later than May 8**.

Program Staff Name	Email	Current After School Site where he/she works	Summer teaching assignment(s) (grade & subject, if known)	# of yrs in working in after school	# of yrs working in summer programs	List any OUSD after school learning communities this staff member has participated in
Sheree West	jjacobs@bacr.org	Urban Promise Academy	All	4 years	3 years	
Agustin Barajas	kabrams@bacr.org	Urban Promise Academy	TBD		2 years	
Julia Ibarra	tgeorge@bacr.org	Urban Promise Academy	TBD	2 years	2 years	
2 Staff TBD		Urban Promise Academy	TBD			

Revised: 3/13/15

Signature of Summer Lead Agency Director:

UPA Summer School 2015 Schedule

Time	Activity	Place
8:00-8:30	Boot Camp	Yard
8:30-8:40	Community Time Breakfast	Room 19
8:40-10:10	Block 1	Rooms 18-21
10:10-10:30	Recess Break	Yard
10:30-12:00	Block 2	Rooms 18-21
11:30-12:00	ASP Staff Check In	ASP Office
12:00-12:30	Lunch	Cafeteria
12:30-12:45	Recess	Yard
12:45-1:40	Enrichment/STEM	Rooms 18-21
1:40-2:35	Enrichment/STEM	Rooms 18-21
2:35-2:45	Snack	Cafeteria
2:45-3:15	Enrichment/STEM	Rooms 18-21
3:15-3:30	Sign-Out/Dismissal/Staff Debrief	

Monday – Friday *except fieldtrip days or special events

Date	Location	Activity	Staff Present
5/8/15	TBA	Summer Matters Training	Agustin, Sheree
8am-2pm			
5/21/15	Lakeview Elementary	Cityspan Training	Sheree
10-12pm			AV. 10
5/18/15	Lakeview Elementary	Summer Planning	Sheree
9-11am			
5/22/15	Techbridge	Science PD	unkown
9:00-4:00pm			
6/16/15	Bret Harte Middle School	Physical Movement PD	Julia Ibarra
9:00-4:00pm		Creating Engaging Classrooms	Agustin Barajas
6/18/15	Techbridge	Science PD	unkown
9-4pm			
6/19/15	UPA	Work Day/Prep/Teambuilding	A+B
10-5pm			
6/22/15-7/17/15	UPA	Summer School	A+B

Special Activities/Events

	6/26/15 1:30-3:00	Sharks Ice Skating Rink	Ice Skating Fieldtrip	A+B
	7/10/15	Exploratorium	Fieldtrip	A+B
-	10:00-3:00 7/17/15	UPA	End Of Program Celebration	A +B
	11:00-3:00	OTA	and Graduation	7.15

June 2015

Monday	Tuesday	Wednesday	Thursday	Friday
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22 1st Day of Summer Program	23 Summer Program	24 Summer Program	25 Summer Program	26 1st Fieldtrip - TBD
29 Summer Program	30 Summer Program			

July 2015

Monday	Tuesday	Wednesday	Thursday	Friday
		Summer Program	Summer Program	No Program – 4 ¹¹ of July Holiday
Summer Program	7 Summer Program	Summer Program	9 Summer Program	2 nd Fieldtrip
13	14	15	16	Last Day of Program End of Summer Celebration
20	21	22	23	24
27	28	29	30	31



Bay Area Community Resources After School Programs

Bay Area Community Resources (BACR) is a regional nonprofit agency founded in 1976 whose mission is to promote healthy development among youth and families, encourage service and volunteerism, and build communities. BACR has provided after-school academic support, enrichment, and physical activity programming in Bay Area communities for more than 30 years; this includes partnerships with 27 schools in the Oakland Unified School District (OUSD) after school programs since 2004. Our after school programs are designed and staffed to be safe, accessible, and effective for students (and families) who are struggling due to poverty, academic and social-emotional challenges, and other life circumstances—helping them overcome obstacles and become high achieving and joyful learners and by doing so, helping to reduce the achievement gap.

❖ BACR is the lead community agency— managing the entire program, providing staff, and delivering services—27 schools in Oakland, 13 in San Francisco, 5 in Alameda, 5 in San Rafael, 8 in Antioch, 15 in West Contra Costa County, and 12 in Mt. Diablo Unified in Contra Costa County..

OUR VALUES

- Provide children with a safe, nurturing and enjoyable environment after school.
- ❖ Integrate youth development practices into everything we do.
- ❖ Meet the needs of the schools, students, parents, and partner non-profits we serve.
- * Empower youth by building confidence in their academic and social abilities
- * Respect and embrace the sociocultural norms and history of the communities we serve in order improve the present, and sustain future generations.
- ❖ Give youth just, equal, and meaningful opportunities to learn, grow, and succeed.
- ❖ We like to have FUN! Take every opportunity to enjoy and celebrate our work.

PROGRAM MODEL

Academic Assistance

- * Homework support: Students work in small groups with trained staff.
- * Academic enrichment: Students get hands-on opportunities to master academic content, through robotics, chemistry lab, poetry slams, and creative writing workshops.
- ❖ Academic interventions: Students who need it get one-on-one review sessions with teachers or tutors and Supplemental Educational Services tutoring.
- * Test preparation and credit recovery: High school students get help to graduate.

Enrichment

- Students explore their interests and build new skills. Visual and performing arts, community service, and student-led projects that promote pride, embody culturally-responsive activities, and integrate learning objectives in California Content Standards.
- * Enrichment activities are tailored to each school site.

Recreation

Students can exercise, relax, and build social skills through organized sports, cooperative games, and free time.

Showcases

Young people get opportunities to showcase their work and share their achievements with peers and family.

EVIDENCE OF OUTCOMES

Recent Oakland elementary school surveys of youth showed positive outcomes: Students

❖I feel safe in this program.	89%
❖There is an adult at this program who cares about me.	91%
❖When I'm in this program, I feel good about myself.	87%
❖ In this program, I learn how to use my time to finish	91%
all my school work.	

Recent Oakland middle school surveys of youth showed positive outcomes: Students

***	In this program, there is an adult who wants me to	87%
	do my best.	
***	This program helps me to feel like a part of my school.	72%

Recent Oakland high school surveys of youth showed positive outcomes: Students

***	The adults in this program listen to what I have to say.	95%
***	This program helps me learn ways to study (like reading directions).	90%
**	Since coming to this program, I am better at setting goals for	90%
	myself.	

ADVANTAGES FOR PARTNER SCHOOLS

- **Experience and Commitment.** Over 3 decades of leading after school programs.
- **!** Infrastructure. A strong, well-funded organization and administrative structure.
- * Flexibility and Adaptability. A program tailored to each school's after school goals.
- High Quality Staff. We select and support highly committed and professional staff.
- ❖ Leveraged Resources. We have the capacity to bring AmeriCorps Members into the program. BACR continuously seeks new funding and new opportunities to add value.

CONTACT US

Any location: Marty Weinstein, Executive Director, (415) 755-2321; mweinstein@bacr.org

East Bay: Marisa Ramirez, (510) 559-3025; mramirez@bacr.org

San Francisco and Marin County: Don Blasky (415) 755-2311; dblasky@bacr.org

Visit our website: www.bacr.org

SAM Search Results List of records matching your search for:

Search Term: Bay* Area* Community* Resources*

Record Status: Active

ENTITY BAY AREA COMMUNITY RESOURCES, INC.

Status:Active

DUNS: 102947132 +4:

CAGE Code: 3VGW8 DoDAAC:

Expiration Date: Jun 8, 2016

Has Active Exclusion?: No

Delinquent Federal Debt?: No

Address: 171 CARLOS DR

City: SAN RAFAEL ZIP Code: 94903-2005 State/Province: CALIFORNIA

Country: UNITED STATES

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-	Resource Manager, if using funds managed by: State and Federal Quality, Community, School Development Community Partnerships and Student Services Risk Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)														
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Denied - Reason

PO Number

Date

Approved

Procurement

Legal Required if not using standard contract

Date Received