

Board Office Use: Legislative File Info.	
File ID Number	11-2525
Introduction Date	11-7-11
Enactment Number	11-2433
Enactment Date	11-16-11



Memo

To: The Board of Education
 From: Tony Smith, 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) 11-16-11

Subject: Professional Services Contract -
YOUTH UPRISING OAKLAND CA (contractor, City State)
CASTLEMONT COMMUNITY OF SCHOOLS (site/department)

Action Requested: Ratification of a professional services contract between Oakland Unified School District and YOUTH UPRISING. Services to be primarily provided to CASTLEMONT COMMUNITY OF SCHOOLS for the period of 09/15/2011 through 06/15/2012.

Background
A one paragraph explanation of why the consultant's services are needed.

Youth Uprising (UP) will facilitate development of a Professional Development Plan for four small learning communities: EOSA, CBIT, Leadership Prep and the Freshman Prep Academy a partnership between Castlemont Community of Schools (CCS) and local middle schools to develop a focused and aligned Professional Development plan. This plan will specify instructional practices, curriculum maps and student assessments that will be jointly used in the 2011-2012 school year to align middle and high school practices. Develop a program for FBB and BB kids returning from the Juvenile Justice Center (JJC). UP will work with CCS and community leaders to develop and summer and school year program that allows JJC students to improve literacy and math skills while being supported socially and emotionally as they re-enter the school setting. Coordinate academic support programming and intensive wraparound services for these CCS students. Develop a comprehensive school support plan for student

Discussion
One paragraph summary of the scope of work.

Ratification of Professional Services Contract between Oakland Unified School District and Youth Uprising (YU), Oakland, CA for the latter to provide 680 hours of afterschool music, art and sports services to the Castlemont campus; programs and activities may include hip-hop dance, graffiti arts, digital music, music production, instrumental music, small music ensembles and more; Youth Uprising will provide space at YU to implement these programs as well as provide specific arts instructors to the campus for the afterschool time; the aim of these programs is to not only build the artistic and sport skills of the students but to strengthen skills around teamwork, practice, performance and hard work; furthermore, these programs will expose students to the wider world as they go on trips to see music.

Recommendation: Ratification of professional services contract between Oakland Unified School District and YOUTH UPRISING. Services to be primarily provided to CASTLEMONT COMMUNITY OF SCHOOLS for the period of 09/15/2011 through 06/15/2012.

Fiscal Impact: Funding resource name (please spell out) 21st Century Grant
 not to exceed \$ 68,000.00

- 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 2011-2012

This Agreement is entered into between the Oakland Unified School District (OUSD) and YOUTH UPRISING (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:

- Services:** CONTRACTOR shall provide the services described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").
- Terms:** CONTRACTOR shall commence work on 09/15/2011, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/15/2012.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed SIXTY-EIGHT THOUSAND Dollars (\$ 68,000.00). 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: NO EXCEPTIONS

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.

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - 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.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE which shall not exceed a total cost of \$ _____.
- 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.

- 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: Matthew Duffy, School Transformation NEXO
Site /Dept.: CASTLEMONT COMMUNITY OF SCHOOLS
Address: 4551 STEELE STREET
Oakland, CA 94619
Phone: (510) 336-7503

CONTRACTOR:

Name: OLIS SIMMONS
Title: CEO
Address: 8711 MacARTHUR BOULEVARD
OAKLAND CA 94605
Phone: (510) 777-9909

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 at 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.

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: _____
- 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).

- 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.

Summary of terms and compensation:

Anticipated start date: 09/15/2011 Work shall be completed by: 06/15/2012 Total Fee: \$68,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

Date

Date

CONTRACTOR

Contractor Signature

OLIS SIMMONS
Print Name, Title

Date

CEO

Certified:

Edgar Rakestraw, Jr. 11/17/11
Edgar Rakestraw, Jr., Secretary
Board of Education

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By: [Signature]

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.

Ratification of Professional Services Contract between Oakland Unified School District and Youth Uprising (YU), Oakland, CA for the latter to provide 680 hours of afterschool music, art and sports services to the Castlemont campus; programs and activities may include hip-hop dance, graffiti arts, digital music, music production, instrumental music, small music ensembles and m performances, perform in competitions and involve in the community; additionally, YU will provide resources and support for afterschool intramural sports including intramural basketball, soccer, football, baseball which will continue to draw more students to the Castlemont campus after hours for the period of September 15, 2011 through June 15, 2012 at a cost not to exceed \$68,000.00.

SCOPE OF WORK

YOUTH UPRISING will provide a maximum of 680.00 hours of services at a rate of \$ 100.00 per hour for a total not to exceed \$68,000.00. Services are anticipated to begin on 09/15/2011 and end on 06/15/2012.

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.

Youth Uprising will provide afterschool music, art and sports services to the Castlemont campus. Programs and activities may include hip-hop dance, graffiti arts, digital music, music production, instrumental music, small music ensembles and more. Youth Uprising will provide space at YU to implement these programs as well as provide specific arts instructors to the campus for the afterschool time. The aim of these programs is to not only build the artistic and sport skills of the students but to strengthen skills around teamwork, practice, performance and hard work. Furthermore, these programs will expose students to the wider world as they go on trips to see music performances, perform in competitions and involve in the community. Additionally, YU will provide resources and support for afterschool intramural sports. Sports may include intramural basketball, soccer, football, baseball.

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.

OUTCOMES:

- Increase in total number of students participating afterschool programs
Increase in total GPA of afterschool attendees
Increase in positive ADA of afterschool attendees
Increase in positive school climate as measured by suspensions, defiance, attendance, incidents of violence

Total costs: Supplies \$15,000 Trips \$10,000 Personnel \$43,000

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.
-

YOUTH UPRISING



WHO DO WE SERVE?

Alameda County youth and young adults, ages 13-24.



TAKE A TOUR!

Youth UpRising (YU) is a 25,000 sq ft state-of-the-art transformation center located on the MacArthur Corridor in the heart of East Oakland.



8711 MacArthur Blvd
Oakland, CA 94605
Phone: (510) 777-9909
Fax: (510) 777-9949

Find out how you can
get involved!

Visit our website at
www.youthuprising.org
Or send a n email at
hello@youthuprising.org

OUR THEORY OF ACTION

COMMUNITY TRANSFORMATION



OUR MISSION

To transform East Oakland into a healthy and economically robust community by developing the leadership of youth and young adults and improving the systems that impact them.



Youth UpRising grew out of the plea from Oakland youth in 1997 after racial tension at neighboring Castlemont High School erupted into violence.

In response, Alameda County made an unprecedented investment to establish Youth UpRising as the county's first youth-centered community hub providing an integrated continuum of care for youth and young adults.



CAREER & EDUCATION

- » Enrollment & Academic Assistance
- » College Advising
- » Career Training & Support



HEALTH & WELLNESS

- » Medical & Holistic Services
- » Mental Health & Case Management



ARTS & EXPRESSION

- » Media Arts
- » Physical & Performing Arts
- » Visual Arts



CIVIC ENGAGEMENT

- » Leadership Development
- » Consciousness Raising
- » Foster Critical Thinking



SOCIAL ENTERPRISES

- » YU Eat (Cafe & Catering)
- » YU Work (Janitorial Services)
- » YU Create (Digital Media)
- » YU Count (Research & Data)

In 2009, YU served 2,900 youth.
Of surveyed youth:

- **74%** say YU provided consistent guidance and emotional support.
- **77%** developed education and career plans.
- **76%** used non-violent skills to resolve conflicts and disagreements.

On average, each year:

- **3,100** are served at YU
- **3,000** visits to YU's medical clinic
- **1,200** access career & education services
- **300** placed in jobs

SUPPORT A YOUTH

Youth UpRising provides a world of discovery, hope and opportunity for youth and young adults. But we can't do it alone! YU exists because people like you make it possible.

- \$50** buys GED materials & fees
- \$100** buys College application fee
- \$500** buys 13 hours of therapy
- \$1,000** buys 3-day leadership retreat
- \$5,000** buys 1 year of job training wages

Give us a dollar and we'll create **CHANGE!**

To give online visit www.youthuprising.org Or contact Laneva Johnson at (510) 777-9909 or ljohnson@youthuprising.org.



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Find out how you can
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YOUTH UPRISING



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CAREER & EDUCATION

STUDY HALL & TUTORING

Monday, Tuesday Wednesday & Thursday 4-6 pm
You can do better in school!! Need to catch up? Want tutoring? Want help with projects or homework? Spend some time focusing on school.
Instructors: Kobie Kennon **Location:** Computer Lab

GED PREPARATION

Monday-Thursday 2-4 pm Extended practice 4-6 pm.
Do you need help to pass the GED TEST? We offer FREE help on all five subject areas: Math, Writing, Reading, Social Studies and Science. Scholarships are available to students who complete the workshops and need financial assistance with testing fees.
Instructors: Kobie Kennon **Location:** Computer Lab

COLLEGE ADVISING

Complete College applications. Apply for financial aid & scholarships. Set up a one-on-one appointment for your college advising needs.
Instructors: Kobie Kennon, Dyese Hunt

GOT ACCEPTED INTO COLLEGE?

Yea!! Now what? Come set up an appointment to talk about your next steps, help you overcome obstacles to getting there and set you up for college success!
Instructors: Kobie Kennon

CAREER

YU Need a Job? Set up an appointment to learn about how to do a job search, match your skills & interests to possible jobs & careers, learn how to write your resume and a cover letter, find employers that are hiring, practice interviewing and other job search basics.
Instructors: Ally Alexander and Ronda Franklin

YU NEED SKILLS

Tuesday and Thursday 5-7pm
Want to get above minimum wage but need more skills? Take the 4 week crash course in Microsoft Office. Learn Microsoft Word, Excel, Powerpoint and Outlook. Make yourself more marketable.
Instructor: Ally Alexander **Location:** Computer Lab

JOB BOARD

YU Broke? Come find out who is hiring. The job board is updated regularly with positions ranging from child care worker and stock person to file clerk.
Call 510.777.9909 ext. 167 to schedule an appointment with Ally Alexander & Ronda Franklin
Location: Career and Ed.

PHYSICAL & PERFORMING ARTS

LYRIC WRITING

Wednesday 2:30-4:00pm
If you have something cool to say, learn how to express yourself through writing: poems into verses into a song.
Instructors: LaLa Mann **Location:** Classroom 2

FUSION DANCE CLASS

Monday & Wednesday 4:00-5:30pm
Learn a variety of hip hop styles. Students will learn counts and rhythm that will enhance their own style and prepare them to compete in a dance battle.
Instructor: Dawon Davis **Location:** Dance Studio

TURF DANCE CLASS

Monday 5:30-7:00pm & Thursday 4-6pm
Come dance with Turf Feinz own D'Real. He is launching a Y.U. dance team in competitions. Check out the RIP RICH YouTube link.
Instructor: Darrell Armstead **Location:** Dance Studio

BREAK DANCING CLASS

Friday 2-3pm
Ever wanted to learn the basics of breakdance? Want ground moves for turling? Want to be super cool and in shape? Bboying (breakdance) 101 with Kash.
Instructors: Kash Gaines **Location:** Dance Studio

VOCAL COACHING

Monday & Wednesday 5-7pm
With no experience at all you can learn how to train your voice to hold a note while singing to a piano.
Instructors: CT **Location:** Studio 6

PIANO LESSONS

Tuesday 5-6pm
Learn the basics of scales, notes and chords. This class will help beat makers learn how to compose music of their own through piano instruction. Advanced piano students can also learn music theory and reading music.
Instructor: CT **Location:** Studio 6

STREET THEATER

Thursday & Friday 4-6pm
Join the wonderful world of drama to show off your acting skills and play countless games of improv. Be prepared to put on a show at the end of the semester to show all of YU what you got!!!
Instructors: Dominique Wilson & Lisa Evans
Location: Living Room

Monday 3-5pm

English & Spanish Speaking Students will learn how to draw the basics, sketch graffiti, cloth figure draw, pen & ink, and more. Advanced students move on to airbrush and sculpturing.
Instructors: Arturo Archiga **Location:** Art Studio

Wednesday & Friday 3-5pm

Learn how to create your own comic. Find out how the top comic industries make it happen. How far will your comic book go?
Instructors: Arturo Archiga **Location:** Art Studio

Monday, Wednesday & Friday 4-6pm

Beat Making teaches the basics using the industry standard software program, using REASON. You will learn how to program drum beats, bass lines, and learn to sample.
Instructors: Tyme Jones **Location:** Media Arts

Tuesday & Thursday 4-6pm

Learn how to operate our recording studio equipment and troubleshoot software issues on ProTools.
Instructors: Reco Daste & Tyme Jones **Location:** Studio 2 & Studio 7

Tuesday & Thursday 4-6pm

Learn the skills of both beat making and engineering audio in one program that works as a plug-in with Final Cut for the scoring of videos.
Instructor: CT **Location:** Studio 7

Tuesday & Thursday 3-5pm

English and Spanish Speaking Students Can you get a party going? Learn how to set up, beat count, scratch, mix and more.
Instructor: Arturo Archiga **Location:** Studio 3

Wednesday & Thursday 4-7pm

Learn how to shoot, edit and organize professional photos. Use professional photo cameras, lighting, Adobe Bridge, Photoshop, and editing and organizing software.
Instructors: Paulo Presotto & Kash Gaines **Location:** Studio 9

Monday & Tuesday 4-7pm

Learn how to shoot and edit professional videos for documentaries, dance, music and promotion. Use professional video cameras, lighting, Final Cut Pro and After Effects on Apple Computers.
Instructors: Paulo Presotto & Kash Gaines **Location:** Studio 9

CONSCIOUSNESS RAISING

HUMOR GROUP

Thursday 4-5pm
Participants learn humor-based strategies to help deal with stress. We engage in consciousness raising discussions about the history and impact of ethnic, gender-based humor to give us a better perspective on life.
Instructors: Dr. Jon Stenson **Location:** Classroom 2

HIP HOP THEATER

Tuesday 4:30-6:30pm
Students will learn about the elements of Hip Hop Theater and how to apply them to their own self expression through verse, dance, and consciousness raising activities. Be prepared to explore life while having a good time.
Instructor: Marvin West **Location:** Dance Studio

MAN UP

Thursday 5-6:30pm
Engage in this weekly forum for deep discussions about money, relationships, parenthood, health, sex, drugs, violence, and community service.
Facilitator: Danni & Eddie **Location:** Classroom 1

WOMEN'S CIRCLE

Wednesday 4-5:30pm
Young Women of Oakland come together on issues affecting survival in their community.
Facilitator: Kupcake **Location:** Classroom 2

LEADERS IN ACTION

Wednesday 3:30-5:30pm
Leaders in Action are a workshop at Youth Uprising led by the Rise up Team. The purpose of the workshop is to teach youth about the issues facing their communities, exposed them to new ideas and ultimately train to be young leaders working towards change.
Instructor: Rise up Team **Location:** Screening Room

PEACE MAKING

Youth Uprising is here to help. We are creating peace on the streets of East Oakland by offering conflict mediation services, to help people resolve their differences. By linking residents to critical resources, all of us are guided to lead healthier lifestyles. Youth Uprising provides access to case management, employment support and mental health services. Our services are available to all Oakland residents.
Contact Sikandar: 510-777-9909 ext161

NEW MEMBER ORIENTATION

Monday, Tuesday, Wednesday 4-5pm,

Wednesday 3-4pm

Membership has its privileges! Don't miss our member's only event! Bring a completed membership application and proof of age to the front desk 15 minutes before orientation is required.

Location: Check in at the Front Desk



Café Hours

7:30am-3pm Monday-Friday
Corners Café and Catering Training Program is a 12 week course open to all young people. It has an emphasis on hands-on training with applied academics and personal work skills to enable the youth to find permanent, well paid, career jobs in the community. New classes will be beginning soon. For more info contact Pat 510 777-9909 ext 120

YU SOCIAL ENTERPRISE

Corners Café is our youth-run full service internet restaurant & catering business housed at Youth UpRising. Corners Café is available to cater events and meetings on location at Youth UpRising or wherever you are in the greater Bay Area.



DAILY SCHEDULE

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
GED 2-4pm	GED 2-4pm	GED 2-4pm	GED 2-4pm	Break Dancing Class 2-3pm
New Member Orientation 3-4pm	New Member Orientation 4-5pm	New Member Orientation 3-4pm	New Member Orientation 4-5pm	
Fusion Dance Class 4-5:30pm		Fusion Dance Class 4-5:30pm		
Study Hall 4-6pm	Study Hall 4-6pm	Study Hall 4-6pm	Study Hall 4-6pm	
Vocal Coaching 5-7pm	Hip Hop Theater 4:30-6:30pm	Womens Circle 4-5pm	Humor Group 4-5pm Men-Up 5-6:30pm	
Turf Dance Class 4-6pm	Piano Lessons 5-6pm	Vocal Coaching 5-7pm	Turf Dance Class 4-6pm Street Theater 4-6pm	Street Theater 4-6pm



YOUTH UPRISING

We are a 25,000 sq. ft. state-of-the-art Youth Leadership & Development Center located in East Oakland serving Alameda County youth between the ages of 13 and 24. Our mission is to create healthy and economically robust communities by providing a safe place for youth through comprehensive, integrated programming in the areas of Media and Performing Arts, Career & Education, Health & Wellness; and Social Enterprise. Through youth leadership, we strive to transform the community.

OUR YOUTH MEMBERS ACTUALIZE THEIR POTENTIAL AS A RESULT OF:

CONSCIOUSNESS RAISING We expose the youth to a broader set of realities to develop their capacity to think critically about personal and community experiences

PERSONAL TRANSFORMATION We build their capacity to transform experiences of trauma and oppression into opportunities for positive personal and community change

HARD SKILL & LEADERSHIP DEVELOPMENT We increase their creativity, strengths, and skills as effective leaders who are competitive in the marketplace.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/09/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Property & Casualty East Bay Branch Vantage Insurance Services 2363 Mariner Square Dr., # 240 Alameda CA 94501	CONTACT NAME: Paul White PHONE (A/C, No. Ext): (510) 595-0900 FAX (A/C, No): (510) 522-1906 E-MAIL ADDRESS: paulw@vantagebss.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Youth Uprising, DBA: Youth Uprising 8711 MacArthur Blvd. Oakland CA 94605	INSURER A: Philadelphia Insurance Co.	
	INSURER B: Southern Insurance Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PHPK699947	05/11/2011	05/11/2012	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Professional Liability			PHPK699947	05/11/2011	05/11/2012	PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Employee Dishonesty			PHPK699947	05/11/2011	05/11/2012	GENERAL AGGREGATE \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 3,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							Employee D & C \$ 50,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO			PHPK699947	05/11/2011	05/11/2012	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS	NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
			\$				
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WSI009848-03	06/05/2011	06/05/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	Directors & Officers Liability			PHSD633167	5/11/2011	05/11/2012	\$1,000,000/\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Contract with the Oakland United School District

CERTIFICATE HOLDER	CANCELLATION
Oakland United School District 1025 Second Street Oakland, CA 94606-2212	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Paul White

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PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

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 has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
- For individual consultants: Proof of negative tuberculosis status within past 4 years
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
- For All Consultants with employees: Proof of workers compensation insurance

OUSD Staff Contact Emails about this contract should be sent to: debra.stephens@ousd.k12.ca.us

Contractor Information

Contractor Name	YOUTH UPRISING	Agency's Contact	OLIS SIMMONS		
OUSD Vendor ID #	V055842	Title	CEO		
Street Address	8711 MacARTHUR BOULEVARD	City	OAKLAND	State	CA Zip 94605
Telephone	(510) 777-9909	Email	olis@youthuprising.org		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		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	09/15/2011	Date work will end	06/15/2012	Other Expenses	
Pay Rate Per Hour (required)	\$ 100.00	Number of Hours	680.00	Total Contract Amount	\$ 68,000.00

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 Century Grar	3441850401	5825	\$ 68,000.00
			5825	\$
			5825	\$
Requisition No.	R0200947		Total Contract Amount	\$ 68,000.00

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.	Administrator / Manager (Originator)	Name	Matthew Duffy, School Transformation	Phone	(510) 336-7503
	Site / Department	CASTLEMONT COMMUNITY OF SCHOOLS		Fax	(510) 492-6182
	Signature			Date Approved	10/12/11
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
3.	Regional Executive Officer				
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
Signature			Date Approved	10/12/11	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations			<input type="checkbox"/> Consultant Aggregate Under \$50,000	
	Signature			Date Approved	10-12-11
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved	Denied - Reason	Date	
Procurement	Date Received	PO Number			

1407