Board Office Use: Legisla	ative File Info.	
	1192	OAKLAND UNIFIED
Introduction Date 6-	25-14	5 (AC) 224 (4)
Enactment Number	4-1063	SCHOOL DISTRICT
Enactment Date	6 25/14	Community Schools, Thriving Students
Memo	1 2	
То	The Board of Education	
From	Equity-in-Action	endent outy Superintendent, Instruction, Leadership & uty Superintendent, Business & Operations
Board Meeting Date (To be completed by Procurement)		
Subject	Professional Services Cont Oakland Youth Chorus, Oaklan 922/Family, School, and Comm	d, CA(contractor, City State)
Action Requested	District and Oakland Youth (be primarily provided to F	onal services contract between Oakland Unified School Chorus . Services to Gamily, School, and Community Partnerships for the period of 8/15/2014 .
Background A one paragraph explanation of why the consultant's services are needed.	funding to support summer lea community organizations. In o community partners to provide activity services to OUSD stude delivered at OUSD school sites School and Summer Learning	hity Learning Center (21st CCLC) grants include Supplemental rning programs, operated in partnership between schools and rder to fulfill the grant requirements, OUSD is contracting with 6 hours daily of summer academic, enrichment, and physical ents for 2 – 6 weeks over the summer. Summer services will be 5. Summer providers will work in partnership with OUSD's After units to align summer program goals with district priorities for ind wellness, and social-emotional learning.
Discussion One paragraph summary of the scope of work.	Oakland, CA, for the latter to provide at le are in need of summer services to counte standards; contractor will work collaborati ensure that students in need receive at le services for 4 weeks; conduct outreach fo summer, will fulfill OUSD grant reporting i communication with the OUSD Summer a	a Professional Services Contract between the District and Oakland Youth Chorus, ast 6 hours of daily summer academic support and enrichment to OUSD students who r summer learning loss; program activities will be based on youth development quality vely with the OUSD Summer Learning Office and After School Programs Office to ast 6 hours of daily summer learning, enrichment, physical activity, and support r summer student recruitment, will communicate with families regularly over the equirements including submission of summer attendance records, and will maintain and After School units to review progress on summer program goals at Westlake 1014 through August 15, 2014, in an amount not to exceed \$7,800.00.
Recommendation	District and Oakland Youth	amily, School, and Community Partnerships for the period of
Fiscal Impact	Funding resource name (pla	
		not to exceed \$ 7,800.00
Attachments	 Fingerprint/Backgr 	

Board Office Use: Leg	islative File Info.
File ID Number	14-1192
Introduction Date	6-25-14
Enactment Number	14-1063
Enactment Date	6/25/14



PROFESSIONAL SERVICES CONTRACT 2013-2014

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

- 1. Services: The CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
- Terms: CONTRACTOR shall commence work on <u>6/16/2014</u> or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400, whichever is later. The work shall be completed no later than 8/15/2014
- 3. Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed <u>Seven Thousand, Eight Hundred</u> Dollars (\$7,800.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

- 4. Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - 1. Individual consultants:

Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.

Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.

Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.

2. Agencies or organizations:

Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.

- 5. Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except*: <u>N/A</u> which shall not exceed a total cost of \$
- 6. CONTRACTOR Qualifications / Performance of Services.

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

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

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

OUSD Representative: Name: Julie McCalmont	CONTRACTOR: Name: Oakland Youth Chorus		
Name: Julie McCalmont Site /Dept.: 922/Family, School, and Community Partnerships	Name: Oakland Youth Chorus Title: Keri Butkevich, Executive Director		
Address: 746 Grand Avenue	Address: 685 14th Street		
Oakland, CA 94610	Oakland, CA 94612		
Phone: (510) 273-1576	Phone: (510) 287-9700		

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.

- 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:
 - 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.

10 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.
- 31. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/epls/search.do)

Summary of terms and compensation:

Anticipated start date: 6/16/2014

Work shall be completed by: 8/15/2014

Total Fee: \$ 7,800.00

OAKLAND UNIFIED SCHOOL DISTRICT President Board of Education Superintendent or Designee

Secretary, Board of Education

CONTRACTOR Contractor Signature

Frint Name, Title Director, oyc

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is <u>not</u> 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 <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

Approval by the Board of Education of a Professional Services Contract between the District and Oakland Youth Chorus, Oakland, CA, for the latter to provide at least 6 hours of daily summer academic support and enrichment to OUSD students who are in need of summer services to counter summer learning loss; program activities will be based on youth development quality standards; contractor will work collaboratively with the OUSD Summer Learning Office and After School Programs Office to ensure that students in need receive at least 6 hours of daily summer learning, enrichment, physical activity, and support services for 4 weeks; conduct outreach for summer student recruitment, will communicate with families regularly over the summer, will fulfill OUSD grant reporting requirements including submission of summer attendance records, and will maintain communication with the OUSD Summer and After School units to review progress on summer program goals at Westlake Middle School for the period of June 16, 2014 through August 15, 2014, in an amount not to exceed \$7,800.00.

SCOPE OF WORK

Oakland Youth Chorus	will provide a maximum of	hours of services at a rate of \$	per hour for a
total not to exceed \$ 7,800.00	. Services are anticipated to begin on 6/16	2014 and end on 8/15/2014	

 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.

The contractor will deliver at least 6 hours of daily summer academic support and enrichment to OUSD students who are in need of summer services to counter summer learning loss. Program activities will be based on youth development quality standards. The contractor will work collaboratively with the OUSD Summer Learning Office and After School Programs Office to ensure that students in need receive at least 6 hours of daily summer learning, enrichment, physical activity, and support services for 4 weeks. The contractor will conduct outreach for summer student recruitment, will communicate with families regularly over the summer, will fulfill OUSD grant reporting requirements including submission of summer attendance records, and will maintain communication with the OUSD Summer and After School units to review progress on summer program goals.

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. The summer learning program will provide students with a safe and supportive place to spend their summer. Students' physical and social-emotional health and well-being will be supported through the summer program's academic, enrichment, and support services. As a result of the summer learning program, students will return to school in the fall feeling more engaged in learning, more connected to the school community, and less affected by summer learning loss. As a result, students will be more prepared to engage in a new school year of learning and more ready to attend school on a daily basis.

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

- Ensure a high quality instructional core
- Develop social, emotional and physical health
- Create equitable opportunities for learning
- High quality and effective instruction

- Prepare students for success in college and careers
- Safe, healthy and supportive schools
- Accountable for quality
- Full service community district

- 4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds) Please select:
 - Action Item included in Board Approved SPSA (no additional documentation required) Action Item Number:____
 - Action Item added as modification to Board Approved SPSA Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 - 1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 - 2. Meeting announcement for meeting in which the SPSA modification was approved.
 - 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - 4. Sign-in sheet for meeting in which the SPSA modification was approved.

1	10	ORD CERTIFIC	ATE OF LIABIL	TY INSU	RANCE			DATE (MM/DD/YYYY) 12/5/2013
		(510) 548-8200, Fax		THIS CERT	IFICATE IS ISSU	JED AS A MATTE	R OF	INFORMATION
Fidelity Insurance Service		HOLDER, 1	ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OF ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
80	A	llston Way		ALTER THE	COVERAGE AF	FORDED BY THE	POLICIE	ES BELOW.
Be	Berkeley CA 94710		INSURERS AF	INSURERS AFFORDING COVERAGE			NAIC #	
INSU				INSURER A NIA				
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68.	5 14	4th Street		INSURER C:				
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	clar		612	INSURER E				
THE REC THE	POL	GES ICIES OF INSURANCE LISTED BELO EMENT, TERM OR CONDITION OF AN URANCE AFFORDED BY THE POL IATE LIMITS SHOWN MAY HAVE BEE	IY CONTRACT OR OTHER DOCUM	ENT WITH RESPECT	TO WHICH THIS C	ERTIFICATE MAY BE	ISSUED	OR MAY PERTAIN,
INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)		LIMITS	
		GENERAL LIABILITY	201403969NPO	01/01/2014	01/01/2015	EACH OCCURRENCE	\$	1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence	ce) s	500,000
A	х	CLAIMS MADE X OCCUR				MED EXP (Any one perso	in) S	20,000
						PERSONAL & ADV INJUR	RY S	1,000,000
						GENERAL AGGREGATE	s	2,000,000
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		ALL OWNED AUTOS				BODILY INJURY (Per person)	\$	
		HIRED AUTOS				BODILY INJURY (Per accident)	s	
						PROPERTY DAMAGE (Per accident)	5	
		GARAGE LIABILITY		-		AUTO ONLY - EA ACCID	ENT S	
		ANY AUTO				AUTO ONLY	ACC \$	
	-			-			AGG \$	
		EXCESS/UMBRELLA LIABILITY				AGGREGATE	5	
		OCCUR CLAIMS MADE				AGGREGATE		
							4	
		DEDUCTIBLE RETENTION S					e	
-	WOR	KERS COMPENSATION AND				WC STATU- TORY LIMITS	OTH-	
	EMP	LOYERS' LIABILITY				EL EACH ACCIDENT	s	
		PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?				EL DISEASE - EA EMPL	OYEES	
		, describe under CIAL PROVISIONS below				EL DISEASE - POLICY		
	OTH							
DES	CRIPT	ION OF OPERATIONS/LOCATIONS/VEHICLI icate holder is named addi	I ES/EXCLUSIONS ADDED BY ENDORSEN tional insured with resp	LENT/SPECIAL PROVISIO Dects the insur-	i NS ad's operation	ns.		
CE	TIFI	CATE HOLDER		CANCELLAT	ION			
VE	A IF	WATE HUEVEN				ESCRIBED POLICIES BE	CANCE	LLED BEFORE THE
Oakland Unified School District 1025 Second Avenue Oakland, CA 94606		10 DAYS V FAILURE TO DO	SO SHALL IMPOSE	E ISSUING INSURER T THE CERTIFICATE HOLDI NO OBLIGATION OR LIAB	ER NAME	D TO THE LEFT, BUT		
				AUTHORIZED RE	GENTS OR REPRESEN	11,11VE3,		
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CB	ERT	W. THIS CE	NOT AFFIRMA	TIVELY	R OF INFORMATION ON OR NEGATIVELY AMENI CE DOES NOT CONSTIT CERTIFICATE HOLDER.	D, EXTE	ND OR ALT	ER THE CO	VERAGE AFFORDED	BY TH	E POLICIES
th	e te	rms and condi	certificate holde tions of the polic ieu of such endor	y, certain	ADDITIONAL INSURED, th n policies may require an s).	e policy endorse	(ies) must be ement. A sta	e endorsed. tement on th	If SUBROGATION IS Whis certificate does not a	VAIVE	D, subject to rights to the
Auto 1 AD	PB	tic Data Proces oulevard	sing Insurance Ag	gency, In	c	CONTA NAME: PHONE (A/C, N E-MAIL ADDRE	o, Ext):		FAX (A/C, No)	:	
HOS	elan	d, NJ 07068					IN		RDING COVERAGE ensation Ins Co		NAIC #
INSU	RED	Oakland 685 14th	Youth Chorus Street			INSUR	ER B :				
		Oakland	, CA 94612-			INSUR					
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									PERSONAL & ADV INJURY	\$	
									GENERAL AGGREGATE	\$	
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ACORD 25 (2010/05)

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OUSD Summer 2014 Lead Agency Program Plan

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

Submission Date:	Name and Title of Person comple Keri Butkevich	Name and Title of Person completing this plan: Keri Butkevich		
SECTION 1: Lead Agency Information				
Lead Agency Name: Oakland Youth Chorus	Lead Agency Address: 685 14th Street Oa	kland CA 94612		
Lead Agency Phone: 510-287-9700	Lead Agency Fax: 510-893-7056			
Main Contact Person: Keri Butkevich	Email: keri@oaklandyouthchorus.org	Phone: 510-287-9700		
CECTION 2. Description and Detionals for calestion of	Load Anonor			

SECTION 2: Description and Rationale for selection of Lead Agency

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

Oakland Youth Chorus provides K-12 choral and vocal based general music classes in collaboration and partnership with 19 school and community sites throughout the academic year. Our agency infrastructure is comprised of a 3 person administrative leadership team, contracted bookkeeper, part time and temporary administrative support staff, and program staff including a diverse and accomplished team of teaching artists. In the past, OYC has served as an after school lead agency in partnership with OUSD for the academic year in comprehensive academic and enrichment programming, preparing the organization for contracting, administrative and reporting requirements needed to effectively partner with the district music department leadership for the summer programming.

SECTION 3: Lead Agency Mission

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

Founded in 1974, the Oakland Youth Chorus (OYC) is the oldest and longest running youth chorus in the East Bay. OYC provides a multicultural music education and performance program for youth, fostering talent, confidence and community.

Our mission focuses on creating and sustaining programs of high artistic merit that are accessible to and supportive of children and youth who might otherwise not be able to experience the joy of making music with others.

OYC trains youth to learn and perform a varied repertoire, supporting the Oakland community's rich artistic diversity by providing community-based music education programs that reflect the cultural richness of our city. OYC youth develop self-confidence, a knowledge of the music of several cultures, and a lifelong love of music.

Serving as a lead agency for a summer music camp fits out agency's mission by supporting our partnership with the district to increase access to quality music education for all children and youth in Oakland. OYC programs build multicultural understanding and respect, intentionally bringing together Oakland youth across lines of class, race, and culture. Our highly experienced teaching staff has authentic experience living, teaching, and performing around the world, and is skilled in the music of Latin America, the African Diaspora, Europe, and North America in particular. OYC has thoughtfully established a culturally diverse repertoire that teaches the historical and social context of music, enhancing the understanding of and respect for diverse cultural traditions and heritages. The jazz focus of the summer camp allows the students we serve the opportunity to grow and enhance their understanding of different genres, vocal and instrumental performance techniques, and musicianship while fostering the connections and friendships across different schools and neighborhoods that is one of OYC's core values and goals.

SECTION 4: Summer Program Hubs

How many Summer Program "Hubs" does your agency have the capacity to serve this summer: __1___

List below all preferred Summer Program "Hub(s)" that your agency is interested in serving this summer, and briefly indicate reason for your interest. Also name your summer site coordinator for each hub, if known at this time. (Add additional rows below if needed.)

Summer Hub(s) your agency is interested in serving:	Brief reason for your interest in this hub(s)	Name of Summer Site Coordinator (if known at this time)
Westlake Middle School Summer Jazz	Summer music focus fits mission of organization	Kari Butkevich
	School has appropriate facility to run program.	

SECTION 5: Summer Program Quality Team

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

Name	Title	Email	Phone
Keri Butkevich	Executive Director	keri@oaklandyouthchorus. org	510-287-9700
Angela Dant	Program and Marketing	angeladant@oaklandyouth	510-287-9700

Director	chorus.org	

SECTION 6: Summer Program Quality Learning Community Meetings, Trainings, and Professional Development

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

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

Assurances: (please initial each item)

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

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

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

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

Agency Professional Development Plans

Please detail below your agency's own professional development plans and schedule for summer staff: Weekly meetings with Fillmore Rydeen and teacher Randy Porter to develop, plan, and refine curriculum for summer. Ongoing regular meetings with teacher artists on best practices for delivering content.

SECTION 7: Summer Program Information

ite Youth Learning Goals for Sur	g Goals as a guide, state 2-4 Agency/ nmer Program Participants:	Hours of Operation (Please note that morning summer school will operate from approximately 8:15 – 12:15 daily. Your afternoon summer program will operate from approximately 12:15 – 3:15
Proposed Daily Program Schedu		daily; all students must be off-site by 3:30pm and staff must be off site by 3:45 as the building will be promptly locked at 4pm daily):
 Please note that all progra activities, and daily aftern 	oon snack (provided by OUSD), betwee and clean up/debrief times on your dail - Jam ty Sing 0 1 0 2 0 3 prep	

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

Enrichment activities are designed to augment the understanding of the history of jazz along with developing skills which will enhance playing and understanding of jazz. This will include singing, listening to music, Orff based movement, body percussion, drumming.

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

Daily p.e. classes will focus on dance as it relates to pulse and rhythm development. Instructors will explore dance styles that relate to jazz music including swing, African dance, hip hop, and a survey of Latin dances.

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

The whole camp is designed to be a community building experience. We will have a daily community sing, play in bands together, explore dance styls together, enjoy high quality breakfast and lunch.

SECTION 8: Summer Program Recruitment Strategies and Timeline

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

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

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

OYC will work in collaboration with district music leadership to recruit equitably at middle school sites through working in partnership and through recommendations from district music teachers. Because OYC currently provides choral programming at 3 OUSD middle schools, serves students from 4 additional schools through our area-wide Concert Chorus, and collaborates on after school elementary programming with 3 lead agencies and 14 elementary sites, we can also leverage those relationships to support equitable recruitment. We would plan to reach out in collaboration with the district to our partners to support the identification of students and connect their families to the district personnel involved.

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

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

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

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

Please indicate how many total staff vacancies you anticipate you will need to fill in order to fully staff your proposed Summer Hub(s): ____4___

All summer program staff must be hired by April 4 in order to participate in initial summer trainings that may take place during the Spring Break in mid-April. *Important Note:* Summer program staff will be expected to attend 15 – 18 hours of OUSD summer line staff trainings.

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

We plan to recruit through connecting with other organizations who may not provide summer opportunities for their teaching artists, through district connections, our past and current teaching artist roster, and general postings as needed.

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

We will look for quality of musicianship and excellence as a performer and educator, knowledge of music education pedagogy and jazz music, an a successful track record of providing dynamic instruction and programming to diverse middle school youth.

SECTION 10: Summer Program Budget

We anticipate that summer lead agency partners will be contracted summer funds at a rate of approximately \$13/student/day, which means that your summer contract will total approximately \$34,580 to serve 140 students/day for 19 days of the summer program (your agency will be paid this rate to provide 3 hours/ day of afternoon services for students). These funds must cover summer staff salaries and benefits (for direct services, prep time, debrief time, and time for program staff to attend required trainings), Site Coordinator summer salary and benefits, program materials, curriculum, field trip costs, and agency administrative costs at no more than 4%. (Summer snack will be provided in-kind by OUSD Nutrition Services)

Using the lead agency budget template below, please project how your agency intends to use the contracted funds for summer program services at one Summer Program Hub.

Summer Expense	Anticipated Cost	Justification
Summer Site Coordinator Salary, plus benefits (at no more than 25% benefits)		
Summer Program Staff salaries, plus benefits (at no more than 25% benefits)		
Program supplies and materials		
Curriculum		
Field trip costs		
Agency Administrative Costs (at no more than 4%)		
Other:		
TOTAL:	\$34,580	

Summer Lead Agency In-Kind Contributions and Leveraged Resources:

Knowing that OUSD funds are limited for summer lead agency partners, what additional resources can your agency leverage in order to support high quality summer programming at OUSD Summer Hubs?

OYC may be able to connect with some of our alumni in the professional music world and can leverage our volunteers and interns to support some administrative needs. We partner with Youth Radio for their externship program in the summer, and may be able to structure some of that time around summer music camp programming as well, particularly around marketing and audio/video documentation efforts.

Important Note:

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

Revised: 12/1/13

Signature of Summer Lead Agency Director:

21ST CENTURY SUMMER BUDGET PLANNING SPREADSHEET ELEMENTARY & MIDDLE SCHOOLS 04.2013

Site Name:	Westlake	21st CCLC Grant Funds	Lead Agency In-Kind Contributions
Site #:	213	Westlake Middle School	
Lead	210	Westlake Inidule School	
	Oakland Youth Chorus	Oakland Youth Chorus	
	TOTAL CONTRACTED FUNDS	\$7,800	\$0
BOOKS AN	ND SUPPLIES		
4310	Supplies (can be purchased by lead agency for summer supplemental programming)	\$0	
4310	Curriculum	\$0	
5829	Field Trips (fees, supplies)		
	Bus tickets for students		
	Rental bus for field trips		
	Snacks		
	Incentives		
	Family Night supplies		
	Total books and supplies		
	TED SERVICES	\$0	\$0
5825	Site Coordinator (list here if CBO staff)	\$1,100	
5825	Academic Instructors		
5825	Enrichment Facilitators		
	STEM Instructor(s)		
5825	Subcontractors (please list each specific subcontracting agency)	\$6,160	
5825	Professional Development	\$540	
5825			
5825			
5825			
5825			
	Total services	\$7,800	\$0
N-KIND D	IRECT SERVICES		
_		-	

2012-2013 Elementary/Middle School After School Program Budget

BALA	NCE remaining to allocate	\$0	
Total	oudgeted per column	\$7,800	
TOTALS			
	able lead agency admin (at 4% of contracted or less)	\$0	
Subto	tals DIRECT SERVICE	\$7,800	\$0
SUBTOTALS			
Total	value of in-kind direct services		

Required Signatures for Budget Approval:

Principal:	A arrived - Outro (Form Ma
Lead Agency:	After School Programs Office

OAKLAND YOUTH CHORUS 685 Fourteenth Street Oakland, CA 94612 P 510.287.9700 F 510.893.7056 www.oaklandyouthchorus.org

May 27, 2014

Oakland Unified School District

To Whom it May Concern:

Oakland Youth Chorus wishes to verify and confirm that all employees and contractors working in district school venues and sites have been successfully fingerprinted and TB tested prior to beginning their work as a condition of employment. OYC also requests and reviews subsequent arrest records for all employees and staff.

Sincerely,

ritlevich

Keri Butkevich **Executive Director**





Community Schools, Thriving Students PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2013-2014

Basic Directions

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

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

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

Attachment Checklist

1

☐ For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year. ☐ For individual consultants: Proof of negative tuberculosis status within past 4 years.

For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/portal/public/SAM/)

- 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. (Ref. to Section 10 of the Contract)

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

	Con	tractor Info	rmation						
Contractor Name	Oakland Youth Chorus	Agenc	y's Contac	t Keri Butkev	vich				
OUSD Vendor ID #	1017484	484 Title Executi				utive Director			
Street Address	685 14th Street	City	Oakland	1	State	CA	Zip	94612	
Telephone	(510) 287-9700	Email	(required)	keri@oaklandy	outhchoru	s.org		-	
Contractor History	Previously been an OUSD contract	ctor? 🔳 Yes [No	Worked as	an OUSD	employ	ee?	res 🔳 N	

Compensation and Terms – Must be within the OUSD Billing Guidelines								
Anticipated start date	6/16/2014	Date work will end	Date work will end 8/15/2014		\$			
Pay Rate Per Hour (required)	\$	Number of Hours (red	quired)					

Resource #	Resource Na	ame	Org Key	Object Code	Amount	
4124	21st CCL	C	9221872101	5825	\$7,800.00	
				5825	\$	
				5825	\$	
Requisition	NO. (required)	R0412436	Total Contract Ar	nount	\$7,800.00	
		Approval	and Routing (in order of approval step	ps)		

	OUSD A	dministrator	r verifies that t	this vendo	or does not	t appear on	the Exclude	d Parti	es List (htt	ps://www.ept	s.gov/ep	ols/searc	ch.do)
	Administra	tor / Manage	r (Originator)	Name	Julie McC	Calmont			Phone	(510) 273-15	576		
1.	Site / De	Site / Department 922/Family, School, and Community Partnerships Department							Fax	(510) 273-15	551		
	Signature Chi mahmo						Date Approved 5/27/14						
	Resource	Resource Manager, if using funds managed by: State and Federal Quality, Community, School Development Family, Schools, and Community Partnerships									ships		
2.	Scope of work indicates compliant use of restricted resource and is in alignment with so						chool si	te plan (SPS	SA)				
	Signature Journa MA						Date	Approved	roved 5-28-14				
	Signature (if using multiple restricted resources)						Date Approved						
-		Regional Executive Officer											
3.	Consultant is qualified to provide services described in the scope of work												
	Signature Cuting areka,						Date Approved						
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under , Over \$50,000												
4.	Signature Maria Santes						Date Approved 572014						
5.	Superinter	ndent, Board	of Education	Signature	on the legal	contract							
Lega	Required in	f not using sta	ndard contract	App	proved		Denied - R	eason			Date		
Proc	Procurement Date Received						PO Number						