Board Office Use: Le	gislative File Info.
File ID Number	15-1356
Introduction Date	8/12/15
Enactment Number	15-1265
Enactment Date	8/12/15 OR



Memo	
То	Board of Education
From	Antwan Wilson, Superintendent
Board Meeting Date (To be completed by Procurement)	8/12/15
Subject	Professional Services Contract - Ujimaa Foundation - 922/Community Schools and Student Services Dept. (site/department)
Action Requested	Approval of professional services contract between Oakland Unified School District and Ujimaa Foundation Services to be primarily provided to <u>922/Community Schools and Student Services Dept.</u> for the period of <u>05/01/2015</u> through <u>08/21/2015</u> .
Background A one paragraph explanation of why the consultant's services are needed.	OUSD's 21st Century Community Learning Center grants for elementary and middle school sites include Supplemental Funding to support summer learning programs, operated in partnership between schools and community organizations. In order to fulfill the grant requirements, OUSD is contracting with existing after school lead agency partners to provide enhanced and increased summer services at schools that will operate Title 1 funded morning academic programs. The community partner will provide an additional 3 hours of afternoon enrichment so students can participate in a full day, 6 hour program. Summer Learning Program Hub: Burckhalter Elementary School
Discussion One paragraph summary of the scope of work.	Approval by the Board of Education of a Professional Services Contract between the District and Ujimaa Foundation, Oakland, CA, for the latter to work in partnership with the regular summer school program to expand and enhance summer enrichment and support services for students; contractor will work collaboratively with the summer school to provide afternoon enrichment, physical activity, and support services, enabling students to participate in a full 6-hour, daily summer learning program at Burckhalter Elementary School for the period of May 1, 2015 through August 21, 2015, in the amount of \$21,840.00.
Recommendation	Approval of professional services contract between Oakland Unified School District and Ujimaa Foundation Services to be primarily provided to <u>922/Community Schools and Student Services Dept.</u> for the period of <u>05/01/2015</u> through <u>08/21/2015</u> .
Fiscal Impact	Funding resource name (please spell out) 4124/21st CCLC Core Funding not to exceed 21,840.00
Attachments	 Professional Services Contract including scope of work Fingerprint/Background Check Certification Insurance Certification TB screening documentation Statement of qualifications

Board Office Use: Leg	islative File Info.
File ID Number	15-1356
Introduction Date	8/12/18
Enactment Number	15-1265
Enactment Date	8/12/15 23



OAKLAND UNIFIED SCHOOL DISTRICT Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Ujimaa Foundation

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

- 1. Services: CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
- Terms: CONTRACTOR shall commence work on <u>05/01/2015</u>, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below <u>\$86,000</u> in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed <u>\$86,000</u>, whichever is later. The work shall be completed no later than <u>08/21/2015</u>.
- Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed <u>Twenty One Thousand</u>, Eight Hundred Forty

Dollars (21,840.00) [per fiscal year], at an hourly billing rate not to exceed ______ per hour. This sum shall be for

full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

4. Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this

Agreement except: N/A	

which shall not exceed a total cost of _____.

5. CONTRACTOR Qualifications / Performance of Services:

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

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

- 6. Invoicing: Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices: All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:		CONTRACTOR:			
Name:		Name: Blu Pride			
Site /Dept.:_922/Community Sc	hools and Student Services Dept.				
Address: 746 Grand Avenue		Address: 835 Isabella St	reet		
Oakland	CA 94610	Oakland	CA	94607	
Phone: (510) 273-1576		Phone:(510) 282-2997			
Email: julie.mccalmont@ousd.k	12.ca.us	Email: blupride@Ujimaal	Foundation.org		

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

8. 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.

9. insurance:

- 1. Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California 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.
- **O** 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 from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 10. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 11. **Assignment**: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 12. Non-Discrimination: It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

- Drug-Free / Smoke Free Policy: No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
- 14. Indemnification: CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 15. Copyright/Trademark/Patent/Ownership: CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 16. **Waiver**: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 17. Termination: OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 18. **Conduct of CONTRACTOR**: By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 - 1. Tuberculosis Screening: CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 - 2. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

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

- 19. No Rights in Third Parties: This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 20. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 - 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).
- 21. Limitation of OUSD Liability: Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 22. **Confidentiality**: CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

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

23. **Conflict of Interest**: CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).
- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. **Counterparts**: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. **Signature Authority**: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRIC

President, Board of Education
 Superintendent
 Chief or Deputy Chief

CONTRACTOR -Contractor Signature Blu Pride Executive Director

Print Name, Title

Secretary, Board of Education

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 15-1356 Introduction Date: 8/12/1 Enactment Number: _15-12e Enactment Date: 8/12/0 By pa

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

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

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

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

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

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

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

Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds): Please select:

- Action Item included in Board Approved CSSSP (no additional documentation required) Item Number:
- Action Item added as modification to Board Approved CSSSP Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 - 1. Relevant page of CSSSP 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 CSSSP modification was approved.
 - 3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 - 4. Sign-in sheet for meeting in which the CSSSP modification was approved.

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								MED EXP (Any one person)	\$	1,00
								PERSONAL & ADV INJURY	\$	1,000,000
		N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,00
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CE	RTIF	FICATE HOLDER			(CANCELLATION				
		Oakland Unified Schoo 900 High Street Oakland, CA 94601	District				N DATE TH	DESCRIBED POLICIES BE C HEREOF, NOTICE WILL CY PROVISIONS.		
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COMMERCIAL GENERAL LIABILITY Policy Number: 3DX1714



ESSEX INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM PRODUCTS/COMPLETED OPERATIONS COVERAGE FORM LIQUOR LIABILITY COVERAGE FORM PROFESSIONAL LIABILITY COVERAGE OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

Please refer to each coverage form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all coverage forms.

SCHEDULE

 Person or Entity:
 Oakland Unified School District 900 High St. Oakland, CA 94601

 Address:
 Interest of the Above:
 CLIENT

 Additional Premium:
 \$ Included
 (Check box if fully earned.)

WHO IS AN INSURED is amended to include the person or entity shown in the Schedule above as an Additional Insured under this insurance, but only as respects negligent acts or omissions of the Named Insured and only as respects any coverage not otherwise excluded in the policy. Our agreement to accept an Additional Insured provision in a contract is not an acceptance of any other provisions of the contract or the contract in total.

When coverage does not apply for the Named Insured, no coverage or defense shall be afforded to the Additional Insured.

No coverage shall be afforded to the Additional Insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.

All other terms and conditions remain unchanged.

MEGL 0009 09 11

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Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Site Name:	BURCKHALTER ELEMENTARY SCHOOL		
Site #:	105		
Lead Agency	UJIMAA FOUNDATION		
# of summer students (ADA)			
# of summer	19 (21 including camp trip)		
Total 21st CCLC		21st CCLC Grant Funds for Lead	Lead Agency In-Ki
Grant Funds	\$21,840 TOTAL CONTRACTED FUNDS	Agency \$21,840	S520
BOOKS AND SUP		\$21,040	\$320
SOOKS AND SOF	Supplies (can be purchased by lead agency for summer		
4310	supplemental programming)	\$0	and the first of the second second
4310	Curriculum	\$0	
5829	Field Trips (fees. supplies)	\$1.360	
	Bus tickets for students Rental bus for field trips	\$1,600	
	Snacks	\$1,000	
	Incentives	\$400	
	Apparell	\$280	\$5
	Total books and supplies	\$4,640	\$5
CONTRACTED SE	RVICES	and the second	And and the second second
5825	Site Coordinator (list here if CBO staff)	\$3,000	
5825	Program Manager	\$4,000	
5825	Academic Instructors (# of staff X total hours X hourly rate, including prep and training time)		
5825	Enrichment Facilitators (4 staff x 20 days x 2 hrs/day)	\$3.200	
5825	STEM Instructors (4 staff x 20 days x 2 hrs/day)	\$3.200	
0020		0.200	
5825	Contracted OUSD Summer Teachers		
5825	Subcontractors (please list each specific subcontracting agency)		the state of the s
5825	Professional Development	\$2.960	
5825	Employee benefits		
5825			
5825	Total services		(a
		\$16,360	
N-KIND DIRECT S	ERVICES		
			- Joseph Williams
		a surger of the statement of the surger of t	
	Total value of in-kind direct services		
UBTOTALS			
	Subtotals DIRECT SERVICE	\$21,000	
	Allowable lead agency admin (at 4% of contracted funds or		
	less)	\$840	The second second second second
OTALS			
	Total budgeted per column	\$21,840	

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2012-2013 Elementary/Middle School After School Program Budget

Required Signatures for Budget Approval le Ġ 12 20 Principal: M Date Lead Agency: Date

1) Lead agencies will be required to submit a summer-end expenditure report on these budget expenditures. Sites that fall short of 85% of the summer attendance target in the first week will be required to submit an aggressive student recruitment and retention plan for the



OUSD Summer 2015 Lead Agency Summer Program Plan Summer Hub: BURCKHALTER

(Submit to OUSD Expanded Learning Office by April 23)

Lead Agency Name: UJIMAA FOUNDATION	Summer Hub Site: BURCKHALTER ELEMENTARY SCHOOL	Target Summer Average Daily Attendance (ADA) Number: 80	Grades Served: k-5
Hours of Operation (include hours for full six hour summer program): 8:15a.m. – 3:15a.m.	Type of Program (6 hour stand alone or A+B afternoon enrichment): A+B	Program Dates: (note any program closure dates during this period June 22 nd – July 17 th , 2015 *No program July 3rd	Total # of summer program days of operation: 20

SECTION 2: Lead Agency Assurances

Please review and initial each item and sign below.

I understand that my program's goal is to achieve at least 85% of the above attendance target this summer. I understand that if my summer site falls below 85% of this attendance target by the end of the 1st week of the summer program, I will be required to submit an aggressive student recruitment and retention plan to the OUSD Expanded Learning Office, detailing my program's efforts to raise attendance numbers for the remainder of the summer.

I understand that my agency's contracted summer funds are based on the above average daily attendance target number. My program will over-enroll appropriately to ensure that we reach this attendance target. I understand that if my program falls short of 85% of this attendance target by the end of the first week of program, I will submit a revised summer budget plan to the OUSD Expanded Learning Office detailing how I will reallocate contracted funds appropriately to reflect actual attendance numbers, and to support my student recruitment and retention plan for the remainder of the summer.

I understand that I am required to input my actual attendance numbers into the Cityspan attendance system **daily** during the summer program. I will cross check signatures on my daily sign in/out sheets with numbers inputted into Cityspan to ensure that the numbers match up and that Cityspan accurately reports my summer attendance data. I understand that the OUSD Expanded Learning Office will carefully review my daily attendance numbers over the summer program.

I understand that I am required to submit single-sided hard copies of my summer attendance records (including copies of daily student sign in/out sheets and the OUSD summer internal audit log) to the OUSD Expanded Learning Office by the last day of my summer program. I will also submit attendance data during the course of my summer program, as requested, for OUSD's attendance reporting to the California Department of Education.

I understand that OUSD's 21st Century federal grant funds are funding my summer program. I understand that I am required to follow all grant compliance requirements as outlined by the OUSD Expanded Learning Office. I will maintain my summer program records for 5 years for auditing purposes, as required by the California Department of Education, and will submit any summer programmatic or fiscal records to the OUSD Expanded Learning Office, as

requested, for school district reporting and auditing purposes.

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

I understand that if I am running an A+B summer program model, these are requirements regarding my program hours of operation: Morning summer school will operate from approximately 8:15 – 12:15 daily. My afternoon summer program will operate from approximately 12:15 – 3:15 daily. All students roust be off-site by 3:30pm and staff must be off site by 3:40 as the building will be promptly locked at 4pm daily.

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

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

Name and Signature of Summer Lead Agency Director:

SECTION 3: Summer Calendar and Daily Schedule

- a) Please attach a copy of your summer calendar showing all program days of operation, field trips, and any other notable special events and activities (ie. your summer end family celebration).
- b) Please attach a copy of your daily schedule detailing your full 6 hour program. (Note: sites that are using the A+B model must include the morning academic program in the daily schedule you submit). Attached is an example.
- Please note that all programs under the A+B model will be expected to provide daily hands-on academics (ie. STEM), enrichment, physical activity, community building activities, and daily afternoon snack (provided by OUSD), between the hours of 12:15 3:15.
- · Please include staff prep and meeting times, and clean up/debrief times on your daily schedule.

SECTION 4: Summer Curriculum

Attach your summer program curriculum scope and sequence, outlining your curriculum objectives and planned program activities.

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

SECTION 5: Summer Program Recruitment and Retention Strategies and Timeline Briefly describe your anticipated summer program student recruitment and retention activities and timeline.

a) Describe how you will work with school leaders and after school providers at your summer hub and feeder schools to recruit students for summer

programming. Please note that summer programs are required to hit at least 85% of their attendance target. Programs should appropriately overenroll to ensure that the target average daily attendance number is reached.

- b) What strategies will you use to retain students over the summer to ensure that your attendance numbers stay high. Please note that we highly recommend that programs maintain a waitlist so that students who do not show up after the first week of program can be immediately replaced.
- a) Ujimaa personnel will work with feeder school administration (regular day and after-school) to assure that flyers and brochures are being distributed to families to promote the Summer Program. We plan to enroll a total of 90 students in order to achieve our goal of 80 ADA.
- b) Friday field trips will be promoted as an incentive for those who maintain a 90% or higher attendance rate (medical and family emergencies will be excused)

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

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

Summer staff must meet the minimum staff qualifications according to the 21st Century grant requirements:

- Must pass fingerprint background clearance by DOJ and FBI
- Must have TB clearance
- Must have at least 2 years of college (48 semester units), or pass the Instructional Aide exam administered by the Alameda County Office of Ed

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

Program Staff Name	Email	Current After School Site where he/she works	Summer teaching assignment(s) (grade & subject, if known)	# of yrs in working in after school	# of yrs working in summer programs	List any OUSD after school learning communities this staff member has participated in
Curtis "Boze" Riley	bro.boze@ujimaafoundat ion.org	Burckhalter	Art/Science – Grade Unknown	7 years	7 years	
Akua Franklin	braidsforanyage@gmail. com	Burckhalter	BIC/Theatre Arts – Unknown Grade	3 years	2 years	Science
Jeriel Bey	jerielbey@gmail.com	None	Dance – Grade Unknown	10+	5+years	
Dajon Green	dajonmgreen@gmail.c	None	Sport – Grade Unknown	0	0	

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Signature of Summer Lead Agency Director:	RICO		Revis€d: 3/13/15
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Scope of Work



Enrichment Class	# of Sessions	Description	Measurable/Deliverables	Time per Session
Fashion and Crafts	16 (8 sessions per 2 groups)	Children will create their own styles of jewerley and sytlish wear using a variety of tools and materials.	Demonstrated retention of tool names and purpose; various goods made	0:50
Art and Hip Hop	16 (8 sessions per 2 groups)	Youth will be given the tools to create music through track composition and songwriting, as well as learn of the pioneers of hip hop through art and video	One or more completed songs composed and produced by students; Post assessment test of Hip Hop Pioneers and Hip Hop compostion fundamentals	0:50
Team Sports	16 (8 sessions per 2 groups)	Children will learn the fundamentals of and participate in a series of team sports. Teammanship will be an ongoing theme.	Scheduled Team Sports exhibitions; increased scores of post assessments	0:50
Dance	16 (8 sessions per 2 groups)	Pariticipating students will be encouraged to express themselves through dance, and choreographed dance routines.	Various recorded dance expressions and increased scores of post assessments	0:50
Science	16	Children will participate in grade level science activities using Goldieblox and Techbridge curriculum	Proven understanding of science based concepts through verbal questions and answers; youth-lead demonstration of understanding	0:50
Physical Activities	16	Staff lead team activities will be facilitated in order to promote cardiovascular health and kinesthetic activity	Regularly held activities during the beginning B portion of program	0:30
Snack Sessions	16	As a community building effort, children will engage in math games, view cultural and educational videos, and receive history lessons while enjoying snacks.	Planned curriculum on file; students surveys indicating approval of Snack Sessions	0:20

PROGRAM CALENDAR

Burckhalter/UJIMAA Summer Program

TRAINING DATES

K-2nd Grade

Date	Event /Task	Time Location	Hours
May 15th	Summer Matters Conference	8:00 – 4:00 Location TBA	8
May 28th	Science PD-GoldieBlox	Time and Location, TBA	3
May 29th	Science PD-GoldieBlox K-2	Time and Location, TBA	3
June 18th	Science PD-GoldieBlox K-2	Time and Location, TBA	6
Total OUSD Training Hours for K-2nd Grade Staff			20

3rd-5th Grade

Date	Event /Task	Time Location	Hours	
May 15th	Summer Matters Conference	8:00 - 4:00 Location TBA	8	
May 26th	Science PD-Techbridge	Time and Location, TBA	3	
May 27th	Science PD-Techbridge	Time and Location, TBA	3	
June 17th	Science PD-Techbridge 3rd-5th	Time and Location, TBA	6	
Total OUSD Training Hours for 3rd-5th Grade Staff				

12:30pm - 4pm

PROGRAM DATES

July 17th

Summer ASP:June 22nd – July 17th, 2015 (No School July 3rd) Direct Program Hours: 12:15pm - 3:15pm Daily Preparation Hours/ Clean-up & Debrief: 11:45pm - 12:15pm; 3:15pm - 3:45pm Weekly Meetings: 11:00pm - 11:45pm FIELD TRIPS Date Field Trip Location Time June 26th 12:30pm - 5pm Exploratorium - S.F. July 10th - 12th 12:30pm, Friday - 2:00pm, Sunday Camping Field Trip - TBD BBQ - Burckhalter Park

DAILY SUMMER PROGRAM SCHEDULE

Burckhalter Elementary School/ UJIMAA Foundation (A+B Model)

ne	Grade	Monday	Tuesday	Wednesday	Thursday	Friday				
		Regular Day	Program (A)							
8:15am - 8:40am	All			Breakfast						
8:45pm - 11:00am	All	Instructional Time								
11:00am - 11:30am	All		Nutrition							
11:30am - 12:15pm	All		Ir	nstructional Ti	ime					
	l	Jjimaa Enrichm	ent Program	(B)						
11:40am - 12:15pm	NA		Sta	if Prep						
12:15pm - 12:20pm	All	Assemble Students/ Stretch / Roll Call								
12:20pm - 12:50pm	All	Physical Activities								
12:50pm - 12:55pm	All	Blow Whistle/ Head to Class								
12:55pm - 1:45pm	All	SCIENCE			Field Trip Friday					
1:45pm - 1:55pm	All	Transition								
1:55pm - 2:15pm	All	Give Thanks/Snack Time Sessions								
2:15pm - 2:25pm	All	Transition			Irip F					
2:25pm - 3:15pm		Enrie	chment Activ	vities		ield 7				
		Art	Art	Sports	Sports	Ĩ				
	k-2	Dance	Dance	Fashion Craft	Fashion Craft					
	1.2	Sports	Sports	Art	Art					
	K-5	Fashion Craft	Fashion Craft	Dance	Dance					
3:10pm - 3:15pm	All	Clos	e Program/N	Nove to Audit	orium					
3:15pm - 3:40pm	NA		Clean-up/	Debrief/Prep						

Statement of Qualifications Ujimaa Foundation

Saturday A.C.C.E.S.S. Academy

09/2006-06/2007

Laney College

Oakland, CA

Provided full staff and administration for Saturday School located at Laney College. Curriculum based in Afro-centered social studies to promoted healthy esteem in children of African descent.

Umoja Camp

06/2005-06/2006	Various Camp Grounds	Oakland, CA
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Provided full staff for educational weekend getaways with youth, ages 9-16, teaching a wide range of survival and life skills. Camp sessions held monthly in various locations in around the Oakland area.

Ujimaa Summer Programs

06/2007-Current	Various Community Centers	Oakland, CA
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In order to prevent summer learning loss among Oakland's prized children, various structures of summer school camps have been offered and facilitated throughout the community. Participating children enjoy a variety of academic STEM based activities, challenging enrichment clubs, and series of field trips. All activities are implemented with the overtone of restorative justice-based concepts.

Ujimaa After-School Programs

09/2007-Current	Oakland Unified School District	Oakland, CA
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Ujimaa is currently providing full staff from our rich collective of skilled individuals at Burckhalter Elementary School. Our After-School Program provides complete comprehensive services from Homework Support, Math Intervention, Test Preparation, Drama, Dance, Sports, Drumming, Capoeira, Gardening, Fine Arts, Organized Sports, STEM, and College Preparation.

**Ujimaa Foundation has also assisted with many community-organized events by providing on-call assistance when needed in the Oakland area.

SAM Search Results List of records matching your search for :

Search Term : ujimaa* foundation* Record Status: Active

No Search Results

	OAKLANI 900 HIGH STRE			PURCHASE ORDER NO. P1600116
		FAX: (510) 879-1857 RECEIVED IN OAKLAND USD , OR ORDER WILL BE RETU ISE		R0160157
 ALL GOODS AND SERVICES MUS 	BER AND ITEM NUMBER ON ALL CORRESPON ST BE AS SPECIFIED. DO NOT SUBSTITUTE. OAKLAND UNIFIED SCHOOL DISTRICT ACCOUNTS PAYABLE		OTHER THAN BELOW. FOR	ANTEED IF SHIPPED TO ADDRESS R PROMPT PAYEMENT, ITEMS ON EQUENCE AS ITEMS ON PURCHASE
VENDOR:	1000 Broadway, Suite 450 Oakland, CA 94607	SHIP TO:	COMMUNITY SCHOOLS	AND STUDENT SERVI
I003682			746 GRAND AVENUE	
UJIMA FOUNDAT	ION		OAKLAND CA 94610	
835 ISABELLA	ST.		PHONE: (510) 273-	-1500
OAKLAND CA 94	607		FAX: (510) 273-15	501
M1 (510) 282-	2997	Del Date	SITE CONTACT: McMe 07/01/15	earn, Renee Bid Quote#

Item No.	Quantity	Unit	Description of Articles or Services		Unit Price	Total Price
001	21,840	EA	CONTRACTED SERVICES - Summer Learning Burckhalter Elementary School.	Program at	1.00	21,840.00
_					NET TOTAL	21,840.00
Vend orde empl	r, to defend, ovees, ager	indemnify	and hold harmless the District, its Board of Education, officers, y and all losses or injuries, however caused, resulting from any	Buyer Name: Bi Buyer Phone#: (1	RENDA LEWIS 510) 434-2247	
The beca insur Exec	use of race, e complianc utive Order	ot discrim creed, se e with all p No. 11375	nate against any employee or applicant for employment , non-impairing handicap, color, or national origin and shall provisions of Executive Order No. 11246 (as amended by). Failure to comply shall be considered cause for not m, until it complies with the above provision.	DIRECTOR OR DES	IGNEE OF PURCHASING	DATE

13-1505-02 REV. 4/04

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

OAKLAND UNIFIED

SCHOOL DISTRICT

