Board Office Use: Le	egislative File Info.
File ID Number	15-1384
Introduction Date	8/12/15
<b>Enactment Number</b>	15-1275
Enactment Date	8/12/15 800



## Memo

То	Board of Education
From	Antwan Wilson, Superintendent

Board Meeting Date (To be completed by

Procurement)

7 7

Subject

Professional Services Contract - East Oakland Youth Development Center

- 922/Community Schools and Student Services Dept. (site/department)

**Action Requested** 

Ratification of professional services contract between Oakland Unified School District and East Oakland Youth Development Center . Services to be primarily provided to 922/Community Schools and Student Services Dept. for the period of 05/01/2015 through 08/21/2015 .

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

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

Discussion
One paragraph
summary of the
scope of work.

Ratification by the Board of Education of a Professional Services Contract between the District and East Oakland Youth Development Center, 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 Futures Elementary School for the period of May 1, 2015 through August 21, 2015, in the amount of \$9,880.00.

Recommendation

Ratification of professional services contract between Oakland Unified School District and East Oakland Youth Development Center . Services to be primarily provided to 922/Community Schools and Student Services Dept. for the period of 05/01/2015 through 08/21/2015 .

Fiscal Impact

Funding resource name (please spell out) 4124/21st CCLC Core Funding not to exceed \$9,880.00

**Attachments** 

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

File ID Number	15-1384
Introduction Date	8/12/15
Enactment Number	15-1275
Enactment Date	8/12/15 8



#### **PROFESSIONAL SERVICES CONTRACT 2014-2015**

This Agreement is entered into between East Oakland Youth Development Center (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: 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 05/01/2015 , or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$86,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$86,000, whichever is later. The work shall be completed no later than 08/21/2015 Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Nine Thousand, Eight Hundred Eighty per hour. This sum shall be for ) [per fiscal year], at an hourly billing rate not to exceed 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. 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 \_\_\_\_ CONTRACTOR Qualifications / Performance of Services: CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide

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.
- 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:

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

#### **Professional Services Contract**

OUSD Representative:	CONTRACTOR:
Name:Julie McCalmont	Name: Regina Jackson
Site /Dept.: 922/Community Schools and Student Services Dept.	Title: President
Address: 746 Grand Avenue	Address: 8200 International Boulevard
Oakland CA 94610	Oakland CA 94621
Phone: (510) 273-1576	Phone: (510) 569-8088
Email: julie.mccalmont@ousd.k12.ca.us	Fmail· regina@eoydc.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:
  - 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.
- OCONTRACTOR 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.
- Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- Assignment: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 12. Non-Discrimination: It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

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- 13. Drug-Free / Smoke Free Policy: No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
- 14. Indemnification: CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 15. Copyright/Trademark/Patent/Ownership: CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 16. Waiver: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 17. **Termination**: OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 18. Conduct of CONTRACTOR: By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
  - 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:
  - Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
- 21. **Limitation of OUSD Liability**: Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 22. Confidentiality: CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

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#### **Professional Services Contract**

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 DISTRICT

President, Board of Education

Superintendent

Chief or Deputy Chief

President

Print Name, Title

Secretary, Board of Education

Form approved by OUSD General Courisel for 2014-15 FY

File ID Number: 15-1384
Introduction Date: 8/12/15
Enactment Number: 15-1275
Enactment Date: 8/12/15
By: 190

#### **EXHIBIT "A" SCOPE OF WORK**

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

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

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

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#### **Professional Services Contract**

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.		nent with District Strategic Plan: Indicate the	e goals and visions supported by the services of this contract:
	☐ Ens	ure a high quality instructional core	☐ Prepare students for success in college and careers
	Dev	relop social, emotional and physical health	Safe, healthy and supportive schools
	■ Crea	ate equitable opportunities for learning	☐ Accountable for quality
	☐ High	n quality and effective instruction	☐ Full service community district
	Please		no additional documentation required) – Item Number:
	_	tion Item added as modification to Board Apnager either electronically via email of scanned do	pproved CSSSP – Submit the following documents to the Resource cuments, fax or drop off.
	1.		hted. 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	

Rev. 6/2/14 Page 6 of 6

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



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/27/2015

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

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

PRODUCER	CONTACT Katherine Berkman	
Calender-Robinson Company, Inc.	PHONE (A/C, No, Ext): (415) 978-3800 FAX (A/C, No): (415) 9	8-3825
FB0267063	E-MAIL ADDRESS: kberkman@calrob.com	
300 Montgomery St., Suite 888	INSURER(S) AFFORDING COVERAGE	NAIC#
San Francisco CA 94104	INSURER A :Nonprofits' Insurance Alliance	
INSURED	INSURER B:	
East Oakland Youth Development Center & QALICB	INSURER C :	
8200 International Blvd.	INSURER D :	
EKPIED A	INSURER E :	
Oakland CA 94621	INSURER F:	- 1)
COVERAGES CERTIFICATE NUMBER:CL1512712	2077 REVISION NUMBER:	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR	TYPE OF INSURANCE	ADDL S	UBR POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	S	100
THE REAL PROPERTY.	GENERAL LIABILITY					EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
177	X COMMERCIAL GENERAL LIABILITY					PREMISES (Ea occurrence)	\$	500,000
A	CLAIMS-MADE X OCCUR		2015-14690-NPO	1/1/2015	1/1/2016	MED EXP (Any one person)	\$	20,000
	X Incl. professional					PERSONAL & ADV INJURY	\$	1,000,000
	X Liability @ \$ 1,000,000					GENERAL AGGREGATE	\$	2,000,000
rout.	GEN'L AGGREGATE LIMIT APPLIES PER					PRODUCTS - COMP/OP AGG	\$	2,000,000
04	POLICY PRO-						\$	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
35	X ANY AUTO		2015-14690-NPO 1/1/			BODILY INJURY (Per person)	\$	~
A	ALL OWNED SCHEDULED'-			1/1/2015	1/1/2016	BODILY INJURY (Per accident)	\$	7-5-
1	X HIRED AUTOS X NON-OWNED.					PROPERTY DAMAGE (Per accident)	\$	. 107
164	70.00						\$	
1116	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	3,000,000
A	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	3,000,000
**	DED X RETENTIONS 10,000		2015-14690-UMB-NPO	1/1/2015	1/1/2016		3	
10	WORKERS COMPENSATION					WC STATU- TORY LIMITS ER		40.
41	AND EMPLOYERS' LIABILITY  'ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E L EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E L DISEASE - EA EMPLOYES	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - POLICY LIMIT	\$	
A	Sexual misconduct		2015-14690-NPO	1/1/2015	1/1/2016	Each claim		\$ 250,000
	liability					Aggregate		\$ 250,000

O'ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is included as additional insured as per the attached endorsement

CER	TIFIC	ATE	HOLD	ER

20 1

SHOUL

Attn: Risk Managaement 900 High Street Oakland, CA 94601

northin markanin

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CANCELLATION

here series

ACORD 25 (2010/05)

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INS025 (201005) 01

The ACORD name and logo are registered marks of ACORD

Named Insured: East Oakland Youth Development Center & QALICB

Policy: 2015-14690-NPO

THIS FNDORSEMENT CHANGES THE POLICY. PLLASE READ IT CAREFULLY.

#### ADDITIONAL INSURED - DESIGATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your on-going operations: or
- B. In connection with your premises owned by or rented to you

THE INSURANCE provided under this endorsement is primary & noncontributory to any other valid & collectible insurance carried by the additional insured entity and this insurance will apply separately to each insured against whom a claim is made or a suit is brought.

CG 2026 (07:04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies the insurance provided under the following:

# COMMERCIAL AUTOMOBILE LIABILITY COVERAGE PART SCHEDULE

Name of Person or Organization:

All entities named in the attached certificate of insurance

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

ELEMENIARIA	MIDDLE SCHOOLS 04 2015		
Site Name:	Futures Elementary		
Site #:	123		
Lead Agency	East Oakland Youth Development Center		
# of summer			
tudents (ADA)	40		
# of summer			
program days	19	21st CCLC Grant Funds for	Lead Agency In-I
Total 21st CCLC Grant Funds	\$9,880	Lead Agency	Contribut
	TOTAL CONTRACTED FUNDS	\$9,880	\$0
OOKS AND SUP	PLIES	THE RESERVE OF THE PARTY OF THE	
4310	Supplies (can be purchased by lead agency for summer supplemental programming)	\$800	
4310	Curriculum		
5829	Field Trips (fees, supplies)	\$300	
	Bus tickets for students		
	Rental bus for field trips	\$791	
	Snacks	\$200	
	Incentives		
	Family Night supplies		11-11-
	Total books and supplies	\$2,091	
CONTRACTED SE		A Branch Company	1 1 1 1 1 1 1 2
5825	Site Coordinator (salary)	\$2,500	
	Elementary Summer Instructors		
5825	(2 x 16 x 130)=4160 Employee benefits	\$4,160	
5825	4160* 18%= 749	\$749	
5825			
5825			
5825			
1.72 Sept.	Total services	\$7,409	
N-KIND DIRECT S	SERVICES		Lucia Establish
	Total value of in-kind direct services		20-00-00
SUBTOTALS	S. MANUEL PROPERTY OF THE PARTY		
	Subtotals DIRECT SERVICE Allowable lead agency admin (at 4% of contracted	\$9,500	#
	funds or less)	\$380	
TOTALS	and the second second		
	Total budgeted per column	\$9,880	
	BALANCE remaining to allocate	\$0	

Required Signatures	for Budgely	Approvai:		
Lead Agency:			Date: 6 3	

Notes

<sup>1)</sup> Lead agencies will be required to submit a summer-end expenditure report on these budget expenditures



OUSD Summer 2015 Lead Agency Summer Program Plan

## Summer Hub: After School Academy at Roots International and Futures Elementary

(Submit to OUSD Expanded Learning Office by April 23)

Lead Agency Name:	Summer Hub Site:	Target Summer Average Daily Attendance (ADA) Number:	Grades Served:
East Oakland Youth Development	Futures Elementary/ Roots		K-8
Center	International Academy	120 (40 elementary, 80 middle school)	
Hours of Operation (include hours for full six hour summer program):	Type of Program (6 hour stand alone or A+B afternoon enrichment):	Program Dates: (note any program closure dates during this period	Total # of summer program days of operation:
8:30-3:30	A+B	June 22-July 17, 2015	21

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 1<sup>st</sup> week of the summer program, I will be required to submit an aggressive student recruitment and retention plan to the OUSD Expanded Learning Office, detailing my program's efforts to raise attendance numbers for the remainder of the summer.

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

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

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.

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 must be off-site by 3:30pm and staff must be off site by 3:40 as the building will be promptly locked at 4pm daily.
If I am a stand-alone 6 hour program, I understand that OUSD will only cover custodial costs for four weeks of my summer program until 3:30 pm. My agency will be responsible for covering any extra custodial costs if my program runs beyond four weeks, and beyond the hours of 3:30 pm daily.
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) ASA staff will work with Futures and Roots administration and teachers to identify students for summer school based on academic and social/ emotional need. Teacher referrals will receive priority for enrollment. ASA staff will recruit students who have demonstrated strong attendance in the after school program throughout the school year. Every effort will be made to recruit students identified by school COST teams as needing continued services and support over the summer. We plan to over-enroll by 2 students per class so that we can meet our daily attendance target.
- b) ASA will implement three key strategies to ensure that attendance targets are met and students maintain good attendance throughout the summer.
  - 1. ASA will follow up with families immediately when a student is absent and will clearly and consistently communicate attendance expectations to students and families.
  - 2. ASA will maintain a waitlist of students for summer programming. If students miss more than one day of program in the first week, their spot will be given to a student on the waitlist.
  - 3. ASA will incentivize and recognize students with excellent attendance on a weekly basis.

### 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
Shawna Myers	after.school.academy.oakland@gmail.	Roots	Coordinator	10	6	
Maleni Sanchez	malenicsanchez@gmail.com	Futures	Asst. Coordinator	7	4	SPQA mapping STEM
Javier Santos	javiersantosasa@gmail.com	Roots	Instructor—7th/8th grade	5	3	Outdoor Education
Emily Brotman	emilyasaroots@gmail.com	Roots	Instructor—7th/8th grade	1	1	
Jomar Ventura	jomarasaroots@gmail.com	Roots	Instructor—7th/8th grade	2	1	Building Intentional Communities
Rachel Zamorra	rachelasaroots@gmail.com	Roots	Instructor—7th/8th grade	0	1	
Nick Hren	nickasafutures@gmail.com	Futures	Instructor—3rd/4th grade	4	2	Outdoor Education
Emerald Hallman	emeraldasafutures@gmail.com	Futures	Instructor 1st/ 2nd grade	5	3	

Revised: 3/13/15

Signature of Summer Lead Agency Director:

After School Academy at Futures and Roots

Summer 2015

Curriculum Overview

#### STEM Activities:

ASA instructors will implement the Toy Science and Techbridge curriculum. All ASA instructors will participate in STEM professional development and deliver lessons to students. All students will participate in daily STEM lesson.

#### **Enrichment Activities:**

All participants will choose 2 enrichment clubs from 7 available options. Participants will attend each club twice a week for 60 minutes per session. Available options will include: music, cooking, visual art, hip hop dance, gardening, and computer science. All enrichment classes will be project-based with students working towards a culminating performance or product that can be shared with families at the Summer Showcase.

In addition to enrichment clubs, program participants will also have the opportunity to go on at least 2 educational field trips which will support STEM curriculum while offering students a horizon-broadening experience outside of their school community. 60% of program participants will attend an overnight camping trip to a bay-area camping destination.

#### Fitness:

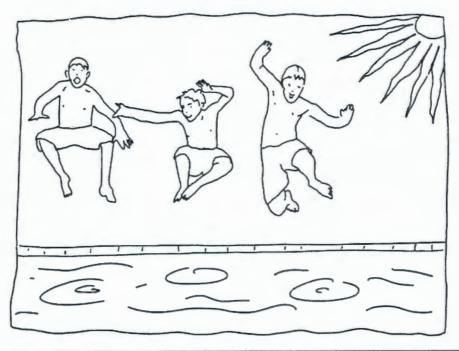
All participants will engage in 30 minutes of physical activity each program day. Participants will choose one fitness club every two weeks from 7 available options including: soccer, kickball, salsa, yoga, aerobics, basketball, volleyball and double-dutch. Fitness clubs will be led by an ASA summer instructor and summer youth leaders. Students will be encouraged to try new physical activities to find a form of movement that motivates them. Summer Instructors will plan fitness activities following the ASA fitness formula: 5 minutes of warm-up routine, 10 minutes of new skill practice and 15 minutes of active play.

## **Community Building:**

All participants will engage in a 10-15 minute ice breaker or community building game each day. Summer instructors will implement developmentally-appropriate games and activities from the Building Intentional Communities and TRIBES curriculum. In addition, instructors will lead all participants in 5-10 minutes of daily mindfulness practices to teach youth self-care strategies.

During the overnight camping trip, participants will engage in numerous activities designed to facilitate relationship building, leadership and cooperation skills among youth.

## **Roots and Futures Summer Program 2015**



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
14	15 Summer Staff Training	16 Summer Staff Training	17 Summer Staff Training	18 Program Prep	19 Program Prep	20	
21	Summer School Starts	23	24	Middle School Field Trip— Tennessee Valley Beach Biking	Elementary Field Trip—Point Pinole Biking	27	
28	29	29 30 1		2 All Program Field Trip—Muir Woods	3 No School	4	
5	6	7	8	9 Pandora Little Kids Rock Launch Party	Boys Camping Girls Trip	Return from camping	
12	13	14	15	16 Summer Showcase	17 Girls Camping Boys Trip	Return from camping	

## After School Academy at Futures and Roots

## **Summer Schedule 2015**

## ASA Afternoon Schedule

11:00-11:45	Instructor prep
11:45-12:15	Supervise Roots during lunch
	and recess
12:15-12:20	Transition to classrooms
12:20-12:45	Mindfulness and Community
	Building Game
12:45-1:45	STEM
1:45-2:15	Fitness
2:15-3:15	Enrichment Clubs
3:15-3:30	Snack and closing
3:30	Sign out
3:30-3:45	Staff de-brief
3:45	All staff off-site

## Empowering youth voice and achievement for impact across America







## **PARTICIPATE**

#### **Engaging Youth**

- Develop youth, whether "informed" or "hard to serve" individuals, into strong pillars who show positive change in his or her own communities.
- Accept that participants are our #1 goal, recognize and address their needs.
- Make it our priority to know and understand the needs of individual participants.

Influencing Youth Leadership
"Youth Led" initiatives-Summer and College Mentoring
Lead community service activities
Youth advocacy

Expand Networks
Promote toward academic achievement and advancement
Enhance health and wellness awareness
Economic empowerment
Connections

## **PARTNER**

- Work with strategic/community partners to provide resources and guidance to address issues that are outside of our scope of service.
- Instill educational and spiritual experiences in the lives of youth and young adults.
- Institute a Program Evaluation Plan
- Identify collaborators with shared/mutual needs

## **SPONSOR**

EOYDC regularly holds informative and special events, including our annual:

Something for Everyone Golf Tournament Brotherhood Across America Job Fairs College Tours

## **VOLUNTEER**

After School Programs
Project 22/Community Services
Diamond Internship

Contact: East Oakland Youth Development Center President & CEO, Regina Jackson Phone: (510) 569-8088 Email: infoplease@eoydc.org Website: eoydc.org

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

Search Term: East\* Oakland\* Youth\* Development\* Center\*
Record Status: Active

ENTITY East Oakland Youth Development Center Status:Active

DUNS: 038858411 +4: CAGE Code: 7CGN0 DoDAAC:

Expiration Date: Apr 13, 2016 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 8200 E 14th St

City: Oakland State/Province: CALIFORNIA ZIP Code: 94621-2234 Country: UNITED STATES

lune 16 2015 2-46 DM Page 1 of 1



#### **PURCHASE ORDER** OAKLAND UNIFIED SCHOOL DISTRICT

PURCHASING DEPARTMENT
OAKLAND, CALIFORNIA 94601 FAX: (510) 879-1857

P1600108

PURCHASE ORDER NO.

R0160143

ORDER MUST BE RECEIVED IN OAKLAND USD WAREHOUSE BY 06/30/16 , OR ORDER WILL BE RETURNED TO VENDOR AT **VENDOR'S EXPENSE** 

• SHOW PURCHASE ORDER NUMBER AND ITEM NUMBER ON ALL CORRESPONDENCE, INVOICES, AND PACKAGES.
• ALL GOODS AND SERVICES MUST BE AS SPECIFIED. DO NOT SUBSTITUTE.
• MAIL INVOICE IN DUPLICATE TO: OAKLAND UNIFIED SCHOOL DISTRICT

VENDOR:

ACCOUNTS PAYABLE 1000 Broadway, Suite 450 Oakland, CA 94607

SHIP TO:

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I000681

EAST OAKLAND YOUTH DEVELOPMENT CTR 8200 INTERNATIONAL BOULEVARD OAKLAND CA 94621

M1 (510) 569-8088

COMMUNITY SCHOOLS AND STUDENT SERVI

PAYMENT CANNOT BE GUARANTEED IF SHIPPED TO ADDRESS OTHER THAN BELOW. FOR PROMPT PAYEMENT, ITEMS ON INVOICE MUST BE IN SAME SEQUENCE AS ITEMS ON PURCHASE

746 GRAND AVENUE

OAKLAND CA 94610 (510) 273-1500 PHONE:

(510) 273-1501 FAX:

SITE CONTACT: McMearn, Renee

07/01/15

em Io.	Quantity	Unit	Description of Articles or Services	Unit Price	Total Price
01	9,880		CONTRACTED SERVICES - Summer Learning Program at Futures Elementary School.	1.00	9,880.00
				NET TOTAL	9,880.00

NOTICE TO VENDORS:

Vendor agrees, by supplying the product(s) and/or service(s) requested in this purchase order, to defend, indemnify and hold harmless the District, its Board of Education, officers, employees, agents from any and all losses or injuries, however caused, resulting from any defects in, or delivery of, the product(s) supplied, or negligence in providing the service(s).

AFFIRMATIVE ACTION:

The seller shall not discriminate against any employee or applicant for employment because of race, creed, sex, non-impairing handicap, color, or national origin and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). Failure to comply shall be considered cause for not requesting bids from that firm, until it complies with the above provision.

Buyer Name: BRENDA LEWIS

Buyer Phone#: (510) 434-2247

DIRECTOR OR DESIGNEE OF PURCHASING

DATE



Date

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1.	Site/Department (Name & #) 922/Community Schools and Student Services Dept.						t.		Fax		(510) 273-150	4		
	Signature Que Malus Date Approved							ed	6/12/	15				
	Resource Manager, if using funds managed by: State and Federal Quality, Community, School Development Community Partnerships and Student Services Risk													
2.	☐Scope of we	ork indicates	complian	t use of restrict	ed resource	and is i	in alignn	nent with so	hool s	ite plan	(CSSS	SP)		
۷.	Signature	Julia	ma						Date Approved					
	Signature (if using multiple restricted resources)  Date Approved													
2	Network Superintendent Departy Network Superintendent													
3.	Signature Cutter Jacky Date Approved 6/12/15													
	Chiefs / Depu			t Aggregate 🔲										
4.	Services de	escribed in the	scope o	f work align wi	th needs of bed in the s	departm	nent or so work	chool site						
	Consultant is qualified to provide services described in the scope of work  Signature  Date Approved													

Denied - Reason

PO Number

Superintendent, Board of Education Signature on the legal contract

Approved

Legal Required if not using standard contract

Date Received

**Procurement**