

Board Office Use: Legislative File Info.	
File ID Number	15-1206
Introduction Date	8-12-15
Enactment Number	15-1250
Enactment Date	8/12/15 02



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

Community Schools, Thriving Students

# Memo

**To** Board of Education  
**From** Antwan Wilson, Superintendent

**Board Meeting Date**  
(To be completed by  
Procurement)

**Subject** Professional Services Contract - City of Oakland, Office of Parks and Recreation  
- 922/Community Schools and Student Services Dept. (site/department)

**Action Requested** Ratification of professional services contract between Oakland Unified School District and City of Oakland, Office of Parks and Recreation. 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 Program Hub: Allendale 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 The City of Oakland, Office of Parks and Recreation, Oakland, CA, for the latter to provide a five-week summer enrichment program for K through 5th grade students and their families; work in partnership with the regular summer school program to expand and enhance summer enrichment and support services for students; collaborate 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 Allendale Elementary School for the period of May 1, 2015 through August 21, 2015, in the amount of \$37,440.00.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and City of Oakland, Office of Parks and Recreation. 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 37,440.00

**Attachments**

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



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**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

## PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between City of Oakland, Office of Parks and Recreation

(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 Thirty Seven Thousand, Four Hundred Forty Dollars (37,440.00) [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.

- 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.

- 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:**

Name: Julie McCalmont

Site /Dept.: 922/Community Schools and Student Services Dept.

Address: 746 Grand Avenue

Oakland CA 94610

Phone: (510) 273-1576

Email: julie.mccalmont@ousd.k12.ca.us

**CONTRACTOR:**

Name: Preston Pinkney

Title: Sports Coordinator

Address: 250 Frank H. Ogawa Plaza, Suite 3330

Oakland CA 94612

Phone: (510) 238-7275

Email: PPinkney@oaklandnet.com

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.

☐ 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.

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:
    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



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.

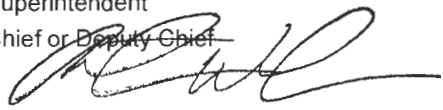
OAKLAND UNIFIED SCHOOL DISTRICT



☒ President, Board of Education

☒ Superintendent

☒ Chief or Deputy Chief



Secretary, Board of Education

CONTRACTOR

  
Contractor Signature

Preston Pinkney

Sports Coordinator

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 15-1206

Introduction Date: 8/12/15

Enactment Number: 15-1250

Enactment Date: 8/12/15

By: OA

## 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 WITHOUT 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.)

- |   |  |
|---|--|
| <input type="checkbox"/> Ensure a high quality instructional core                 | <input type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools     |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning   | <input type="checkbox"/> Accountable for quality                             |
| <input type="checkbox"/> High quality and effective instruction                   | <input type="checkbox"/> Full service community district                     |

4. **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.



**21ST CENTURY SUMMER BUDGET PLANNING SPREADSHEET**

ELEMENTARY &amp; MIDDLE SCHOOLS 04/2015

Site Name:	Allendale Elementary		
Site #:	101		
Lead Agency:	City of Oakland Parks and Recreation Department		
# of summer students (ADA)	125		
# of summer program days	24		
Total 21st CCLC Grant Funds		21st CCLC Grant Funds for Lead Agency	Lead Agency In-Kind Contributions
<b>TOTAL CONTRACTED FUNDS</b>		<b>\$37,440</b>	
<b>BOOKS AND SUPPLIES</b>			
4310	Supplies (can be purchased by lead agency for summer supplemental programming)	\$2,055	
4310	Curriculum		
5829	Field Trips (fees, supplies)	\$1,080	
	Bus tickets for students	\$313	
	Rental bus for field trips (7 Field Trips)	\$7,824	
	Snacks	\$450	
	Incentives	\$344	
	Family Night supplies	\$2,055	
	<b>Total books and supplies</b>	<b>\$14,121</b>	<b>\$0</b>
<b>CONTRACTED SERVICES</b>			
5825	Site Coordinator (list here if CBO staff)		
5825	Academic Instructors (# of staff X total hours X hourly rate, including prep and training time)		
5825	Enrichment Facilitators (1 Rec Specialist 1 x 100 hours x \$22.17, 10 Rec Leader I's X 100 hours X \$19.22 hourly rate, including prep and training time) This includes 24 days of programming.	\$21,822	
5825	STEM Instructors (# of staff X total hours X hourly rate, including prep and training time)		
5825	Contracted OUSD Summer Teachers		
5825	Subcontractors (please list each specific subcontracting agency)		
5825	Professional Development		
5825	Employee benefits		
5825			
5825			
5825			
	<b>Total services</b>	<b>\$21,822</b>	<b>\$0</b>
<b>IN-KIND DIRECT SERVICES</b>			
	<b>Total value of in-kind direct services</b>		<b>\$0</b>
<b>SUBTOTALS</b>			
	<b>Subtotals DIRECT SERVICE</b>	<b>\$35,943</b>	<b>\$0</b>
	Allowable lead agency admin (at 4% of contracted funds or less)	\$1,498	
<b>TOTALS</b>			
	<b>Total budgeted per column</b>	<b>\$37,440</b>	
	<b>BALANCE remaining to allocate</b>	<b>\$0</b>	

Required Signatures for Budget Approval:

Lead Agency:	<i>Robert R. Davis</i> Robert R. Davis (ASPIF)	Date:	<i>June 1, 2015</i>
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Notes:

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

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





## OUSD Summer 2015 Lead Agency Summer Program Plan

Summer Hub: \_\_\_\_\_

(Submit to OUSD Expanded Learning Office by April 23)

### SECTION 1: Summer Program Snapshot

Lead Agency Name: City of Oakland Parks and Recreation Department	Summer Hub Site: Allendale Elementary	Target Summer Average Daily Attendance (ADA) Number: 120	Grades Served: K-5
Hours of Operation (include hours for full six hour summer program): 8:30-3:30pm	Type of Program (6 hour stand alone or A+B afternoon enrichment): B afternoon	Program Dates: (note any program closure dates during this period) <i>June 22 - July 24</i> <i>July 3 Closed</i>	Total # of summer program days of operation: 24

### SECTION 2: Lead Agency Assurances

Please review and initial each item and sign below.

*[Signature]* 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.

*[Signature]* 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.

*[Signature]* 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.

*[Signature]* 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.

*[Signature]* I understand that OUSD's 21<sup>st</sup> 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.

P 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.

P 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.

P 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.

P 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 over-enroll 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.

Outreach to all elementary schools in the immediate area. Outreach efforts will also be targeted to the recreation centers, faith based organizations, and youth agencies that provide programming for elementary aged students.

We will contact families prior to the program start date. A mandatory parent meeting will be held during this orientation meeting. Families will be informed of student/parent expectations, and the attendance policy will be covered along with program guidelines. We will hold weekly attendance assemblies that acknowledge students who are attending summer programming consistently.

#### 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 21<sup>st</sup> 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
Jacari Dixon	Jacaridixon@gmail.com	Allendale	Site Coordinator			
Adam Corona	Ajcorona4@gmail.com	Allendale Rec Ctr	Line Staff			


Revised: 3/13/15

Signature of Summer Lead Agency Director: \_\_\_\_\_





# Allendale Elementary OUSD / OPR Colaboration Summer Schedule

June 22 - July 24, 2015

## Monday, Tuesday, & Thursday

8:15	<b>Breakfast/Student inside quiet time</b> Beginning of teacher work day
8:30	<b>Morning meeting/Attendance/Daily objectives</b>
8:45	Interactive Read Aloud focused on reading strategy usage
9:00	<b>Literacy center rotation 1 (work with 2 GR groups)</b> OR group reading/writing lesson
10:00	Developmental Play Period
10:15	<b>Literacy center rotation 2 (work with 2 more GR groups)</b> OR group reading/writing lesson
11:15	<b>3rd Literacy Activity/Progress Monitoring/Assessment</b>
12:00	Independent Reading/Technology Applications
12:30	<b>Transition to Afternoon Enrichment Program</b>
12:30	Check in Song, Game & Exercise
12:45	<b>Activity 1</b>
1:45	Snack
2:00	<b>Activity 2</b>
3:00	Closing circle / Sign out / Dismissal
3:30	<b>Staff clean up and closing circle</b>

## Wednesday

8:15	<b>Breakfast/Student inside quiet time</b> Beginning of teacher work day
8:30	<b>Morning meeting/Attendance/Daily objectives</b>
8:45	Interactive Read Aloud focused on reading strategy usage
9:00	<b>Literacy center rotation 1 (work with 2 GR groups)</b> OR group reading/writing lesson
10:00	Developmental Play Period
10:15	<b>Literacy center rotation 2 (work with 2 more GR groups)</b> OR group reading/writing lesson
11:15	<b>3rd Literacy Activity/Progress Monitoring/Assessment</b>
12:00	Independent Reading/Technology Applications
12:30	<b>Transition to Afternoon Enrichment Program</b>
12:30	Check in Song, Game & Exercise
12:45	<b>Field Trip</b>
3:00	Closing circle / Sign out / Dismissal

# Allendale Elementary OUSD / OPR Colaboration Summer Schedule

## June 22 - July 24, 2015

### Friday

8:15	<b>Breakfast/Student inside quiet time</b> Beginning of teacher work day
8:30	<b>Morning meeting/Attendance/Daily objectives</b>
8:45	Interactive Read Aloud focused on reading strategy usage
9:00	<b>Literacy center rotation 1 (work with 2 GR groups)</b> OR group reading/writing lesson
10:00	Developmental Play Period
10:15	<b>Literacy center rotation 2 (work with 2 more GR groups)</b> OR group reading/writing lesson
11:15	<b>3rd Literacy Activity/Progress Monitoring/Assessment</b>
12:00	Independent Reading/Technology Applications
12:30	<b>Transition to Afternoon Enrichment Program</b>
12:30	Check in Song, Game & Exercise
12:45	<b>Field Trip</b>
3:00	Closing circle / Sign out / Dismissal

\* Afternoon enrichment staff comes in to prep starting at 11am.

Staff team meetings occur every Monday and Thursday from 11 - 11:30.



# June 2015

OUSD Allendale OPR Collaboration

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22` Activities: 1. Kick Ball 2. Basketball	23 Activities: 1. Soccer 2. Jr. Giants	24 <b>Field Trip</b> <b>Laurel District Hike</b>	25` Activities: 1. Flag Football 2. Jr. Giants	26 <b>Field Trip</b> <b>Play Day on the Plaza</b>	27
28	29 <b>Field Trip</b> <b>U.C. Berkeley</b>	30 Activities: 1. Field Games 2. Jr. Giants				

# July 2015

OUSD Allendale OPR Collaboration

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 <i>Field Trip A's Game</i>	2 Activities: 1. Golf 2. Jr. Giants	3 <i>No Session</i>	4
5	6 Activities: 1. Dodge Ball 2. Basketball	7 Activities: 1. Soccer 2. Jr. Giants	8 <i>Field Trip Chabot Space and Science Center</i>	9 Activities: 1. Flag Football 2. Jr. Giants	10 <i>Field Trip Fremont Pool</i>	11
12	13 <i>Field Trip Crown Beach, Alameda</i>	14 Activities: 1. Field Games 2. Jr. Giants	15 Activities: 1. Kick Ball 2. Basketball	16 Activities: 1. Golf 2. Jr. Giants	17 <i>Field Trip Fremont Pool</i>	18
19	20 <i>Field Trip Oakland Zoo</i>	21 Activities: 1. Soccer 2. Jr. Giants	22 Activities: 1. Dodge Ball 2. Basketball	23 Activities: 1. Flag Football 2. Jr. Giants	24 <i>Summer End Family Celebration</i>	25
26	27	28	29	30	31	



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

**Search Term : City\* of Oakland\* Office\* of Parks\* and\* Recreation\***  
**Record Status: Active**

**No Search Results**



PURCHASE ORDER  
**OAKLAND UNIFIED SCHOOL DISTRICT**  
PURCHASING DEPARTMENT  
900 HIGH STREET OAKLAND, CALIFORNIA 94601  
FAX: (510) 879-1857

**PURCHASE ORDER NO.**

P1600105

R0160147

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:**

V054158  
CITY OF OAKLAND  
OFFICE OF PARKS AND RECREATION  
SPORTS DEPT  
250 FRANK H. OGAWA PLAZA #3330

ACCOUNTS PAYABLE  
1000 Broadway, Suite 450  
Oakland, CA 94607

**SHIP TO:**

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

COMMUNITY SCHOOLS AND STUDENT SERVI  
746 GRAND AVENUE  
OAKLAND CA 94610  
PHONE: (510) 273-1500  
FAX: (510) 273-1501  
SITE CONTACT: McMearn, Renee

Del  
Date

07/01/15

Bid

Quote#

Item No.	Quantity	Unit	Description of Articles or Services	Unit Price	Total Price
001	37,440	EA	CONTRACTED SERVICES - Summer Learning Program at Allendale Elementary School.	1.00	37,440.00
NET TOTAL ....					37,440.00

**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



**CITY OF OAKLAND  
CERTIFICATE OF SELF-INSURANCE**

**CERTIFICATE HOLDER:** Oakland unified School District  
746 Grand Avenue  
Oakland, Ca 94610-2714

**LOCATION OF OPERATION:** New Highland/Rise Academy, 8521 A Street, Oakland, CA 94621-1619

**DESCRIPTION OF ACTIVITY:** Afternoon Enrichment Programs

**DATE(S) OF COVERAGE:** 6/22/2015 through 8/21/2015

**CERTIFICATE ISSUER:** CITY OF OAKLAND  
HUMAN RESOURCES MANAGEMENT  
RISK MANAGEMENT DIVISION  
150 Frank Ogawa Plaza, 3rd Floor  
Oakland, CA 94612  
510-238-7165

This is to certify that the City of Oakland is self-insured for the following coverages:

Type of Coverage(s)	Self-Insured Limit(s)
I. General Liability:	\$1,000,000 ea, occurrence
II. Auto Liability:	\$1,000,000 CSL
III. Workers' Compensation And Employers' Liability	Statutory Limits E.L. each accident \$1,000,000 E.L. Disease—ea. Employee \$1,000,000 E.L. Disease—Policy Limit \$1,000,000
SPECIAL TERMS AND CONDITIONS: The following entities are hereby named as additional insured for the above referenced project in the covered areas of General Liability and Automobile Liability, but only as regards work performed by or on behalf of the City of Oakland and its employees in conjunction with the referenced event: <ul style="list-style-type: none"><li>• Oakland Unified School district</li></ul>	
Should any of the above described programs of self-insurance be modified or cancelled before the expiration date shown below, the City of Oakland will give 30 days written notice to the named certificate holder.	
It should be expressly understood, however, that the intent of the insurance evidenced herein is extended pursuant to the Administrative Policies of the City of Oakland, which does not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions shall invalidate this certificate.	
<b>Note: Any unauthorized alteration of this certificate will render the intended coverage null and void.</b>	

**DATE ISSUED:** June 12, 2015

**CERTIFICATE EXPIRES:** August 21, 2015 at 11:59pm

  
AUTHORIZED SIGNATURE  
RISK MANAGER



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015



## Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

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

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

Attachment Checklist ☐ For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check  
☐ For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)  
☐ For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

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

## Contractor Information

Contractor Name	City of Oakland, Office of Parks and Recreation		Agency's Contact	Preston Pinkney			
OUSD Vendor ID #	V054158		Title	Sports Coordinator			
Street Address	250 Frank H. Ogawa Plaza, Suite 3330		City	Oakland	State	CA	Zip 94612
Telephone	(510) 238-7275		Email (required)	PPinkney@oaklandnet.com			
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

## Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	05/01/2015	Date work will end	08/21/2015	Other Expenses	
Pay Rate Per Hour (required)		Number of Hours (required)			

## Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
4124	21st CCLC	9221871101	5825	\$ 37,440.00
			5825	
			5825	
Requisition No. (required)		R0160147	Total Contract Amount \$ 37,440.00	

## Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

☒ OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

1.	Administrator / Manager (Originator)	Name	Julie McCalmont	Phone	(510) 273-1576
	Site/Department (Name & #)	922/Community Schools and Student Services Dept.		Fax	(510) 273-1501
	Signature	<i>[Signature]</i>		Date Approved	6/5/15
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Community Partnerships and Student Services <input type="checkbox"/> Risk				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature	<i>[Signature]</i>		Date Approved	
	Signature (if using multiple restricted resources)			Date Approved	
3.	Network Superintendent/Deputy Network Superintendent				
	Signature	<i>[Signature]</i>		Date Approved	6/12/15
	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$66,000				
4.	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>[Signature]</i>		Date Approved	
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved		Denied - Reason	
Procurement	Date Received		PO Number	P1600105	