

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	16-2128
Introduction Date	10/13/16
Enactment Number	16-1620
Enactment Date	10/13/16



# Memo

**To** Board of Education  
**From** Antwan Wilson, Superintendent  
**Board Meeting** 10-13-16  
**Subject** Ratification of Educational Organization Contract re Field Trips

<b>Action Requested</b>	Ratification of Educational Organization Contract between Oakland Unified School District and Cazadero Performing Arts Camp for the period of <u>October 1, 2016</u> through <u>October 1, 2019</u> .
<b>Background</b> <i>A one paragraph explanation of why the contract services are needed.</i>	This Educational Organization Contract will provide students at various OUSD schools the opportunity to participate in outdoor music education camps occurring between October 1, 2016 through October 1, 2019 at Cazadero Performing Arts Camp at no cost to the District.
<b>Discussion</b> <i>One paragraph summary of the scope of work</i>	The contract includes lodging, meals and hands on outdoor education camp led by trained educators. JumpStart in Music is an intensive three-day mini camp for students who have completed their first year in band or orchestra. Students participate in an intensive process of practice, rehearsal and performance combined with recreational activities during an extended weekend retreat held at the Cazadero Music Camp in Cazadero California.
<b>Recommendation</b>	Ratification of Educational Organization Contract between Oakland Unified School District and Cazadero Performing Arts Camp for the period of <u>October 1, 2016</u> through <u>October 1, 2019</u> .
<b>Fiscal Impact</b>	Amount of District funds to be used for contract costs will not exceed \$_____ Funding source for the contract costs will be: <input type="checkbox"/> General Purpose <input type="checkbox"/> Restricted Funds <input checked="" type="checkbox"/> No District funds will be used Resource Code: _____
<b>Attachments</b>	Educational Organization Contract





**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

Board Office Use: **Legislative File Info.**

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**EDUCATIONAL ORGANIZATION CONTRACT RE FIELD TRIPS**

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

1. **Services:** CONTRACTOR shall provide services ("Services" or "Work") as described in **Exhibit "A" Educational Organization Compliance Form**, attached hereto and incorporated herein by reference.
2. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Zero Dollars (0.00) per fiscal year. 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.

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: none

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 OUSD and in that case must be replaced by CONTRACTOR without delay.

3. **Terms:** The term of this agreement shall be October 1, 2016 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$87,800 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$87,800, whichever is later) to October 1, 2019.
4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except*: \_\_\_\_\_, which shall not exceed a total cost of \_\_\_\_\_.
5. **CONTRACTOR Qualifications / Performance of Services:**
  - a. **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.
  - b. **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:

**OUSD Representative:**

Name: Fillmore Rydeen  
Site /Dept.: Teaching and Learning, Visual and Performing Arts  
Address: 1000 Broadway  
Oakland, CA 94607  
Phone: 510-879-1123  
Email: fillmore.rydeen@ousd.org

**CONTRACTOR:**

Name: Jim Mazzaferro  
Title: Artistic Director  
Address: PO Box 7908  
Berkeley, CA 94707  
Phone: 510-527-7500  
Email: ewainacht@cazadero.org



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

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**CONTRACTOR:**

Name: Jim Mazzaferro  
Title: Artistic Director  
Address: PO Box 7908  
Berkeley, CA 94707  
Phone: 510-527-7500  
Email: ewainacht@cazadero.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:**

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, contractual, products and completed operations, corporal punishment and sexual misconduct and harassment 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.
10. **Child Abuse Reporting:** Comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code §§ 11164-11174.
11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **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.
14. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property or during field trips. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites or during field trips.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **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 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. **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, and may not be assigned to any other person or entity.
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:
  - a. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - b. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

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

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
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 is governed by the laws of the State of California, but without report to California's conflict of laws. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
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.

## Educational Organization Contract

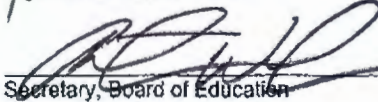
29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
30. **Contract Contingent on Governing Board 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.

## OAKLAND UNIFIED SCHOOL DISTRICT



- ☐ President, Board of Education  
☐ Superintendent or Designee  
☒ Chief or Deputy Chief

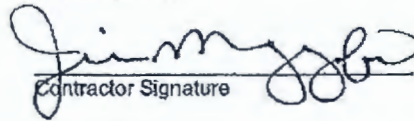
9/20/16  
Date



Secretary, Board of Education

10/13/16  
Date

## CONTRACTOR



Contractor Signature

9/19/16  
Date

Jim MAZZAFERRO, Camp Director  
Print Name, Title

Form approved by OUSD General Counsel for 2016-17 FY

File ID Number: 16-2128  
Introduction Date: 10-13-16  
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By:

**EXHIBIT A**  
**EDUCATIONAL ORGANIZATION COMPLIANCE FORM**  
(BUSINESS AND PROFESSIONS CODE SECTIONS 17552 ET SEQ.)

This Compliance Form must be completed by Educational Organization and attached to the executed Oakland Unified School District (hereafter "OUSD") Educational Organization Professional Services Contract which in turn will be routed for required District approvals and signatures.

School: \_\_\_\_\_ Program is open to OUSD middle school music students, student mentors from high schools may assist

Trip Dates: \_\_\_\_\_ October 1, 2016 through October 1, 2019

Educational Organization Name (including trade or business name):  
Cazadero Performing Arts Camp

Prior/Alternative Organization Trade or Business Name used within last 10 years:

Business Address: PO Box 7908, Berkeley, CA 94707

Business Telephone: 510.527.7500

24 Hour Emergency Phone Number Contact: 530.304.2047

Organization's office nearest tour site: 707.632.5159

Organization Representative and Contact Info: Emily Wainacht 530.304.2047

**List of Services and Costs:**

An itemized statement of the services to be provided as part of the educational tour program and the agreed cost for the services is detailed items 1-2 below.

1. Total Cost per student for services listed below: \$ 0.00-\$135.00

2. Included services (complete or attach detailed form):

(a) Transportation: Charter Bros OR other OUSD approved transportation provider (cost \$0.00)

(b) Lodging: 2 nights (cost \$0.00)

(c) Meals (what if any meals are included in cost): 2 lunch, 2 dinner, 2 breakfast (cost \$0.00)

(d) Is an Educational Leader provided? Yes: ☐ No: ☒ If yes, how many hours per day? \_\_\_\_\_

(e) Does Educational Organization maintain insurance which supplies coverage in the event of injury to any student traveler or chaperone? Yes: ☒ No: ☐

Is coverage included in Program Costs? Yes: ☒ No: ☐

If yes, attach evidence of coverage including type and amount of coverage, policy number and issuer, and the name, address and telephone number of the person or organization who is able to verify the coverage.

(f) List any additional or optional costs to students, chaperones or OUSD:  
\$ None \$ \_\_\_\_\_

(g) Describe the qualifications, if any, for experience, training and employment screening that are required to be met by the educational organization's representatives who shall accompany students on the educational program:

All camp staff are required to complete fingerprinting process which conducts background checks. All camp staff are well trained and supervised.

- (h) Describe the educational program to be provided including projected outcomes. Attach a copy of all materials to be provided to students.

Campers will receive music instruction by OUSD music teachers throughout the camp experience. Students will learn and perform 6-8 Band selections or 6-8 Orchestra selections. The weekend will culminate in a public performance for parents and community.

### Educational Organization Information:

1. How many times has the Education Organization conducted this or substantially similar educational programs, and the number of students who have completed the program, etc. Complete all information in below table.

Trip Name	Annual Number of Groups	Annual Number of Students	Number of Years Offered	Number of Injuries to Participants (during last 5 years)	Number of Substantiated Complaints (during last 5 years)
JumpStart in Music	6	500+	13+	0	0
Summer Music Camp	5	500+	58+	0	0

2. How long has this Educational Organization been arranging or conducting educational programs? 58 years
3. Name of each owner and principal of the Educational Organization:

Name  
Emily Wainacht

Position  
Executive Director

Jim Mazzaferro

Artistic Director

4. Has any owner or principal of the Educational Organization had entered against him or her any judgment, including a stipulated judgment, order, made a plea of nolo contendere, or been convicted of any criminal violation, in connection with the sale of any travel services or educational program in the last 10 years? Yes: ☐ No: ☒

For purposes of this section, "owner" means a person or organization who owns or controls 10 percent or more of the equity of, or otherwise has claim to 10 percent or more of the net income of, the Educational Organization; and "principal" means an owner, an officer of a corporation, a general partner of a partnership, or a sole proprietor of a sole proprietorship.

5. How many full time employees does the organization have? 5
6. How many office locations does the organization maintain? 2
7. Where are the office locations? Berkeley CA, on site at Cazadero CA
8. Does the organization provide classroom support materials? If so, describe.  
Registration and information packet
9. Does the organization provide a format for post trip evaluation?  
Yes
10. Are any of the principals of the organization credentialed and/or experienced teachers? Explain.  
Jim Mazzaferro - Camp Director - music educator for 30+ years



## Educational Organization Contract

## 11. Financial stability:

- A. List bank(s), references, including names and contact numbers  
Wells Fargo Bank, Sonia Randhawa 510-528-7203

B. Dunn and Bradstreet file number: \_\_\_\_\_

- C. Has the organization or any principal filed corporate or personal bankruptcy during the preceding 10 years? If yes, please explain on a separate sheet. Yes: ☐ No: ☒

## 12. List schools (with phone numbers) or educators who have used the organization's services:

Albany Middle School - Rich Chisholm 951 692 1975  
Berkeley Unified School District - Peter Gidlund 510.644.8772

## 13. List any Travel Associations to which organization currently belongs:

## 14. List Educational Associations to which organization currently belongs:

15. Does organization currently hold an appointment from ARC? Yes: ☐ No: ☒ ARC/IATAN No. \_\_\_\_\_

If no, which agency will provide travel agency? Agency name: \_\_\_\_\_ N/A

Owner \_\_\_\_\_ ARC/IATAN No. \_\_\_\_\_

16. Has the organization complied with the consumer protection requirements of California's Seller of Travel law? Yes: ☐ No: ☒

## VERIFICATION

- FULL DISCLOSURE:** Business and Professions Code section 17555: In addition to other requirements and prohibitions of this article, it is a violation of this article for an educational travel organization to place or use any misleading or untruthful advertising or statements or make a substantial misrepresentation in conducting an educational travel program.
- PENALTIES:** Business and Professions Code section 17556.5: Except as otherwise provided, a person who violates a provision of this article is guilty of a misdemeanor, which offense is punishable by a fine not exceeding one thousand dollars (\$1,000), or by imprisonment in a county jail for not more than one year, or by both that fine and imprisonment. In addition, upon a conviction of a violation of this article, the court may issue an injunction and prohibit the convicted person from acting as an educational travel organization in the state, in which case the court shall inform the Attorney General of that action.
- A duly authorized officer of the owning corporation, partnership, or trust must sign and date this verification, and fill in the city and state where signed. I declare under the laws of the State of California that all of the information provided herein, including attachments to this Contract, is true and correct.

Dated: 9/19/16

Print Name and Title of Signer: Jim MAZZAFERRO, ARTISTIC/Camp DIRECTOR

Signature: Jim Mazzaferro

Signed at: EIK GROVE, CALIFORNIA (Insert City and State)

CAZADERO PERFORMING ARTS CAMP

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

**Search Term : Cazadero\***  
**Record Status: Active**

**No Search Results**



CAZAD-1

OP ID: C3

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2015

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).

<b>PRODUCER</b> Brown & Brown Ins Svcs of CA CA License #0D04053 504 Redwood Blvd, Suite #330 Novato, CA 94947 Brown & Brown Ins Svcs of CA	<b>CONTACT NAME:</b> Brown & Brown Ins Svcs of CA	
	<b>PHONE (A/C, No, Ext):</b> 415-884-7400 <b>FAX (A/C, No):</b> 415-884-7470	
<b>INSURED</b> Cazadero Performing Arts Camp Attn:: Emily Wainacht P O Box 7908 Berkeley, CA 94707	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A :</b> Nonprofits' Insurance Alliance	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 2

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

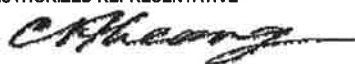
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability <input checked="" type="checkbox"/> Soc Svc Prof Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		201504645NPO	10/26/2015	10/26/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			201504645NPO	10/26/2015	10/26/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Oakland Unified School District, its officers, employees, volunteers and agents are Additional Insured under the General Liability policy with respect to the operations of the Named Insured per attached form NIAC-E610213.

## CERTIFICATE HOLDER

## CANCELLATION

<b>OAKLAND</b>  Oakland Unified School District 1000 Broadway Oakland, CA 94607	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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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- A. SECTION II – WHO IS AN INSURED** is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” arising out of, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the “products-completed operations hazard” or for liability arising out of the sole negligence of that public entity.

- B.** With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** The following is added to **SECTION III – LIMITS OF INSURANCE**:

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

- D.** With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

#### **4. Other Insurance**

##### **a. Primary Insurance**

This insurance is primary if you have agreed in a written contract or written agreement:



- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

**b. Excess Insurance**

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
  - (e) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages arising out of the premises or operations, or products-completed operations, for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Methods of Sharing**

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With *Every* Consent Agenda Contract.**

**Legislative File ID No.** 16-2128

**Department:** Teaching and Learning, Visual and Performing Arts Camp

**Vendor Name:** Cazadero Performing Arts Camp

**Contract Term:** Start Date: 10/01/2016 End Date: 10/01/2019

**Annual Cost:** \$ 0.00

**Approved by:** \_\_\_\_\_

**Is Vendor a local Oakland business?** Yes ☐ No ☒

**Why was this Vendor selected?**

Provides music enrichment experiences to OUSD secondary music students at no charge

**Summarize the services this Vendor will be providing.**

This Educational Organization Contract will provide students at various OUSD schools the opportunity to participate in outdoor music education camps occurring between October 1, 2016 through October 1, 2019 at Cazadero Performing Arts Camp at no cost to the District.

**Was this contract competitively bid?** Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

There is no cost (\$0.00) for this contract.

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
  - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - ☐ Western States Contracting Alliance Contracts (WSCA)
  - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☒ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**

# EDUCATIONAL ORGANIZATION CONTRACT ROUTING FORM

## Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet.

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

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Contractor and OUSD contract originator complete the educational organization contract packet and attach required documents.
- OUSD contract originator creates the requisition, if appropriate.

Attachment Checklist ☒ Proof of liability insurance naming OUSD as Additionally Insured  
☒ Results page of the Excluded Party List (<https://www.sam.gov/>)

**OUSD Staff Contact** Emails about this contract should be sent to: \_\_\_\_\_

## Contractor/Agency Information

Contractor Name	Cazadero Performing Arts Camp	Agency's Contact	Emily Wainacht			
OUSD Vendor #		Title	Executive Director			
Street Address	PO Box 7908	City	Berkeley	State	CA	Zip 94707
Telephone	51-527-7500	Email	execdir@cazadero.org			
History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					

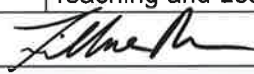
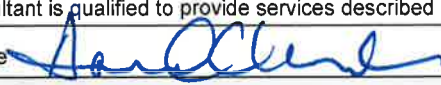

## Terms

Anticipated start date	10/1/2016	Date work will end	10/1/2019
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## Budget Information

<b>Fiscal Impact</b>	Amount of District funds to be used for contract costs will not exceed \$0.00			
	Funding source will be: <input type="checkbox"/> General funds <input type="checkbox"/> Restricted funds <input checked="" type="checkbox"/> No District funds will be used			
<b>Resource #</b>	<b>Resource Name</b>	<b>Org Key</b>	<b>Object Code</b>	<b>Amount</b>
				\$
				\$
				\$
<b>Requisition #</b>	Total Contract Amount (not to exceed)			\$

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

	<input checked="" type="checkbox"/> OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List ( <a href="https://www.sam.gov/">https://www.sam.gov/</a> )			
1.	<b>Administrator / Manager (Originator)</b>	Name	Fillmore Rydeen	Phone 510-879-1125 Fax 510-879-3120
	Site / Department	Teaching and Learning, Visual and Performing Arts		
	Signature			Date Approved 09/19/2016
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Student Services <input type="checkbox"/> Risk Mgmt			
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)			
	Signature			Date Approved
	Signature (if using multiple restricted resources)			Date Approved
3.	<b>Chiefs / Deputy Chiefs</b>			
	<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			Date Approved 9/20/16
4.	<b>Risk Management</b>			
	<input type="checkbox"/> Business contracts, insurance, safety and policy compliance are sufficient			
	Signature			Date Approved
5.	<b>Board of Education or Superintendent</b> Signature on the legal contract			
	<b>Legal Required if not using standard contract</b>	Approved		Denied - Reason Date
	<b>Procurement</b>	Date Received		PO Number