Board Office Use: Le	gislative File Info.
File ID Number	17-1146
Introduction Date	6/14/17
Enactment Number	17-0793
Enactment Date	6114/17



## Memo

To Board of Education						
From Devin Dillon, Ph.D., Interim Superintendent						
Board Meeting Date (To be completed by Procurement)						
Subject	Professional Services Contract - Oakland Leaf Foundation 922/Community Schools and Student Services Dept. (site/department)					
Action Requested	Approval of professional services contract between Oakland Unified School  District and Oakland Leaf Foundation Services to be primarily provided to 922/Community Schools and Student Services Dept.  for the period of June 1, 2017 through August 18, 2017.					
Background A one paragraph explanation of why the consultant's services are needed.	OUSD's 21st Century Community Learning Center (21st CCLC) grants 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 Oakland Leaf to provide 6 hours daily of summer academic, enrichment, and physical activity services to OUSD students for 2 - 6 weeks over the summer. Summer services will be delivered at OUSD school sites and approved field trip locations. Summer provider will work in partnership with OUSD's After School and Summer Learning units to align summer program goals with district priorities for student achievement, health and wellness, and social-emotional learning. Summer Program Hub: Bret Harte Middle School					
Discussion One paragraph summary of the scope of work.	Approval by the Board of Education of a Professional Services Contract between the District and Oakland Leaf Foundation, Oakland. CA, for the latter to provide 6 hours of daily summer academic support and enrichment to OUSD students who are in need of summer services to counter summer learning loss; program activities will be based on youth development quality standards; work collaboratively with the Summer Learning Office and After School Programs Office to ensure that students in need receive at least 6 hours of daily summer learning, enrichment, physical activity, and support services; conduct outreach for summer student recruitment, communicate with families regularly, fulfill OUSD grant reporting requirements including submission of summer attendance records, and maintain communication with the OUSD Summer and After School units to review progress on summer program goals; comply with 21st CCLC grant requirements at Bret Harte Middle School for the period of June 1, 2017 through August 18, 2017, in the amount of \$24,700.00.					
Recommendation	Approval of professional services contract between Oakland Unified School  District and Oakland Leaf Foundation Services to  be primarily provided to 922/Community Schools and Student Services Dept					

## Attachments

Fiscal Impact

Professional Services Contract including scope of work

(21st CCLC) Grants \_\_\_\_\_not to exceed 24,700.00

Funding resource name (please spell out) 4124/21st Century Community Learning Centers

through August 18, 2017

- Fingerprint/Background Check Certification
- Insurance Certification

for the period of June 1, 2017

- TB screening documentation
- · Statement of qualifications



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

Legislative File ID No. 17-1146
Department: 922/Summer Learning Programs - Community Schools and Student Services Department
Vendor Name: Oakland Leaf Foundation
Contract Term: Start Date: June 1, 2017 End Date: August 18, 2017
Annual Cost: \$24,700.00
Approved by: Julia Ma, Julie McCalmont
Is Vendor a local Oakland business? Yes V No
Why was this Vendor selected?
This organization has demonstrated experience and capacity serving in the after school lead agency role. This organization successfully met all requirements of OUSD's Lead Agency Request for Qualifications process and has been approved as a qualified lead agency partner by the OUSD Expanded Learning Office.
Summarize the services this Vendor will be providing.  The contractor will deliver at least 6 hours of daily summer academic support and enrichment to OUSD students who are in need of summer services to counter summer learning loss. Program activities will be based on youth development quality standards. The
contractor will work collaboratively with the OUSD Summer Learning Office and After School Programs Office to ensure that students in need receive at least 6 hours of daily summer learning, enrichment, physical activity, and support services in the summer. The contractor will conduct outreach for summer student recruitment, will communicate with families regularly over the summer, will fulfill OUSD grant reporting requirements including submission of summer attendance records, and will maintain communication with the OUSD Summer and After School units to review progress on summer program goals. Providers will comply with 21st Century Community Learning Center grant requirements for the Summer Learning Program at Bret Harte Middle School.
Was this contract competitively bid? Yes No ✓
If No, answer the following:
How did you determine the price is competitive?
The California Department of Education allocates site-specific grant funding to OUSD schools. The lead agency partner works in collaboration with the school site administrator to complete an after school budget plan specifying the requested after school services and agreed upon cost of services. The final contract amount for the agency is approved by the school site administrator and by the OUSD Expanded Learning Office, once budget plans are approved for compliance and program plans meet CDE requirements. The lead agency leverages additional funding and in-kind resources to augment the contracted amount from OUSD to support high quality program implementation.

2)	Pleas	se check the competitive bid exception relied upon:
	$\Box$	Educational Materials
		<b>Special Services</b> contracts for financial, economic, accounting, legal or administrative services
		CUPCCAA exception (Uniform Public Construction Cost Accounting Act)
		<b>Professional Service Agreements</b> of less than \$87,800 (increases a small amount on January 1 of each year)
		<b>Construction related Professional Services</b> such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
	Ц	<b>Energy</b> 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
		<b>Change Order for Material and Supplies</b> if the cost agreed upon in writing does not exceed ten percent of the original contract price
		Other, please provide specific exception

islative File Info.
17-1146
6/14/17
17-0793
6/14/17

profession for services to California school districts.

Rev. 6/6/2016 v1



### **PROFESSIONAL SERVICES CONTRACT 2016-2017**

Thi	s Agreement is entered into between Oakland Leaf Foundation
furr	ONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the hishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons cially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and appetent to provide such services. The parties agree as follows:
1.	<b>Services</b> : CONTRACTOR shall provide the ("Services" or "Work") as described in <b>Exhibit "A,"</b> attached hereto and incorporated herein by reference.
2.	Terms: CONTRACTOR shall commence work on June 1, 2017 , 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. The work shall be completed no later than
	August 18, 2017
3.	<b>Compensation</b> : OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed <a href="Twenty Four Thousand">Twenty Four Thousand</a> , Seven Hundred
	Dollars ( 24,700.00) [per fiscal year], at an hourly billing rate not to exceed per hour. This sum shall be for
	full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor,
	materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.
	If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.
	OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A
	Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.
	The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.
4.	Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this
	Agreement except: N/A
	which shall not exceed a total cost of
5.	CONTRACTOR Qualifications / Performance of Services:
	CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and for regulations, as they may apply

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.

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

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:

Requisition No. R0174782	P.O. No	
--------------------------	---------	--

## OUSD Representative: Name: \_\_Julie McCalmont

## Site /Dept.: 922/Community Schools and Student Services Dept. Address: 1000 Broadway, Suite 150

Oakland CA 94607

Phone: 510-879-2709

Email: julie.mccalmont@ousd.org

CONTRACTOR:

Name: Odiaka Gonzalez

Title: Executive Director

Address: 7700 Edgewater Drive, Suite 818

CA

94621

Phone: 510-564-4334

Oakland

Email: odiaka.gonzalez@oaklandleaf.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.

Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

#### 9. Insurance:

- 1. Unless specifically waived by OUSD, the following insurance is required:
  - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

- © CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- O CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

#### OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 10. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 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:
  - 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 CONTRACT()R's Employees and/or Sub-contractors. OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  - Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
- 21. **Limitation of OUSD Liability**: Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 22. **Confidentiality**: CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to

Rev. 6/6/16 Page 3 of 6

- 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.
- 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

~ 6/15/17 Vellen) 6/15/17 President Board of Education

O Superintendent

Chief or Deputy Chief

Secretary, Board of Education

CONTRACTOR

Contractor Signature

Odiaka Gonzalez

**Executive Director** 

Print Name, Title

Form approved by OUSD General Counsel for 2016-17 FY

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

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

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

The contractor will deliver at least 6 hours of daily summer academic support and enrichment to OUSD students who are in need of summer services to counter summer learning loss. Program activities will be based on youth development quality standards. The contractor will work collaboratively with the OUSD Summer Learning Office and After School Programs Office to ensure that students in need receive at least 6 hours of daily summer learning, enrichment, physical activity, and support services in the summer. The contractor will conduct outreach for summer student recruitment, will communicate with families regularly over the summer, will fulfill OUSD grant reporting requirements including submission of summer attendance records, and will maintain communication with the OUSD Summer and After School units to review progress on summer program goals. Providers will comply with 21st Century Community Learning Center grant requirements.

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.

The contractor will deliver at least 6 hours of daily summer academic support and enrichment to OUSD students who are in need of summer services to counter summer learning loss. Program activities will be based on youth development quality standards. The contractor will work collaboratively with the OUSD Summer Learning Office and After School Programs Office to ensure that students in need receive at least 6 hours of daily summer learning, enrichment, physical activity, and support services in the summer. The contractor will conduct outreach for summer student recruitment, will communicate with families regularly over the summer, will fulfill OUSD grant reporting requirements including submission of summer attendance records, and will maintain communication with the OUSD Summer and After School units to review progress on summer program goals. Providers will comply with 21st Century Community Learning Center grant requirements.

3.	Alignn (Check a	nent with District Strategic Plan: Indicate the call that apply.)	goals and visions supported by the services of this contract:
	☐ Ens	sure a high quality instructional core	☐ Prepare students for success in college and careers
	Dev	elop social, emotional and physical health	Safe, healthy and supportive schools
	Cre	ate equitable opportunities for learning	☐ Accountable for quality
	☐ Hig	h quality and effective instruction	☐ Full service community district
	Please	select: tion Item included in Board Approved CSSSP (no	Plan – CSSSP (required if using State or Federal Funds):  additional documentation required) – Item Number:
	∐ Ac eith	tion Item added as modification to Board Approv ner electronically via email of scanned documents, fa	ed CSSSP – Submit the following documents to the Resource Manager ix or drop off
	1.		ed. Page must include header with the word "Modified", modification
	2.	Meeting announcement for meeting in which the C	
	3.		ion was approved indicating approval of the modification.
	4.	Sign-in sheet for meeting in which the CSSSP mod	

Rev. 6/6/16 Page 6 of 6



#### **DUSD Summer 2017 Lead Agency Su** Summer Hub: Bret Hade Middle Sen (Submit to OUSD Expanded Learning Office by March 24 Lead Agency Name: Summer Hub Site & Target Summer Average Daily Grades Served: Program Dates: (note any program Program Model ex:(A+B); Attendance (ADA) Number: closure dates during this period) Oakland Leaf 6th-12th 100 6-hr stand alone 6/19/17 - 7/14/17 The state of the s AND THE A MEDICAL SECTION OF THE SECOND

Please review and initial each item and sign below.

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

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

I understand that I am required to input my actual attendance numbers into the Cityspan attendance system *daily* during the summer program. I will cress 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.

the OUSD summer internal audit log) to the OUSD Expanded Learning Office twice during summer programming. I will submit my attendance through June 30th by the first week of July, and I will submit the rest of my attendance within one week of the last day of my program. I will also submit attendance data during the course of my summer program, as requested, for OUSD's attendance reporting to the California Department of Education.

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

I 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 8:15am – 12:15pm daily. My afternoon summer program will operate from approximately 12:15pm – 3:15pm daily. All students must be off-site by 3:30pm and staff must be off site by 3:40pm as the building will be promptly locked at 4pm daily.

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

I understand OUSD Summer Programs are intended to be free programs. If program fees are charged, a sliding scale must be offered and students qualified for program participation cannot be turned away due to inability to pay.

Name and Signature of Summer Lead Agency Director:

- a) Please turn in 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) by May 19th.
- b) Please turn in a copy of your daily schedule detailing the entire 6 hour program (Note: sites that are using the A+B model must include the morning academic program in the daily schedule you submit) by May 19th.
- 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.

## su an Recollina en an Retention Strategies

en easted summer program scale here militier, and refer monaci Mittles and timeline

All summer hubs will be required to offer a parent orientation defore program begins. Collaborate with your principal to identify a date.

The date of my parent orientation is:  $\frac{5/25/17 + 4 + 6/1/17}{20}$ 

annual staff qualifications according to the 21st Century gra

owher a compation (if known at this time)

control of the contro he summer program staff at pur CB/SD Strainer Hubs. Please strike name(s) of line staff whom you intend to hire as paid or was participated by the program must have a maximum 120 adult to student ratio.

- Must have at least 2 years of college (48 semester units), or pass the Instructional Aide exam administered by the Alameda College

u will be sent a contact survey to send us information on line staff later in the year. Please fill out the table below with information on line staff later in the year. Please fill out the table below with information on line staff later in the year.

Autant Note: Summer program staff in A+B programs will be expected to attend 15 -150 hours of the program staff should be hired no benefit than the

Site Coordinator Name	Ema <b>il</b>	Current After School Site where he/she works	# of yrs in working in OUSD after school [programs	# of yrs working in OUSD summer programs	List any OUSD after
Rayna Seuell	rayna.seuell@oaklandleaf.org	Bret Harte	3	2	External Assessor Training

Signature of Summer Lead Agency Director:

Signature of Hub Site Principal:

	& MIDDLE SCHOOLS 2017		
Site Name	: Bret Harte Middle School		
S!te#			
# of summer	/ Oakland Leaf Foundation		
students	400		
(ADA) # of summer	100		
program days	19		
otal 21st CCLC Grant Funds	\$24,700	21st CCLC Grant Funds for Lead Agency	Lead Agency In Kin Contribution
MANUSCO HISTORIA	TOTAL CONTRACTED FUNDS	\$24,700	\$71,302
DOKS AND SU			
4310	Supplies (can be purchased by lead agency for summer supplemental programming) [1]		60.40
4310	Curriculum (2)		\$3,10
5829	Field Trips (fees, supplies)		\$
	Bus lickets for students		
	Rental bus for field trips		\$30
	Family Night supplies [3]		\$1,20
	Staff Appreciation		\$1,20
	Printing & Duplications [4]		\$10
	Total books and supplies [5]	\$0	\$6.25
ONTRACTED S			
5825	Site Manager (5 managers X 180 hours X \$23 average hourly rate) [8]	\$7,309	\$15,10
5825	Program Assistant (1 staff X 156 total hours X \$18.00 average hourly rate) [7]		\$2,80
5825	Crew instructors (7 of staff X 126 total hours X \$16.71 average hourly rate, including prep and training time) [8]		\$14,74
5825	Full Day Enrichment Instructors (4 staff X 126 total hours X \$18.00 hourly rate, including prep and training time) [9]	\$9,072	
5825	Haif Day Enrichment Instructors (3 staff X 82 total hours X \$18.00 hourly rate, including prep and training time) [10]	\$4,428	
5825	Crew Interns * \$500 /stipend)		\$3,50
5825	Seed Interns (12 interns * \$300/stipend)		\$3,60
5825	Fringe Benefits	***	
	Total services [11]	\$2,903 \$23,712	\$7,32 \$47,07
LKIND DIRECT			
	[12]		
	Total value of In-kind direct services		\$1
UBTOTALS		\$23,712	Are co
UBTOTALS	Subfotals DIRECT SERVICE		\$53,32
UBTOTALS	Subtotals DIRECT SERVICE Allowable lead agency admin (at 4% of contracted funds or		
		\$988	
UBTOTALS.	Allowable lead agency admin (at 4% of contracted funds or		\$17,977 \$71,302

Required Signature	es for Budget Appro	val:						
Lead Agency:			Date:	3	23	17		
						<del></del>	 	 _

#### Notes:

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



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 9/19/2016

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.

the terms and conditions of the policy, c certificate holder in lieu of such endorse	ertain p	colicies may require an endors	y(les) must be ement. A sta	e endorsed. tement on th	If SUBROGATION IS nis certificate does no	walved of confer	), subject to rights to the		
PRODUCER	(-,		CONTACT Aliyyah Harvey						
Fidelity Insurance Service			E /5101	548-8200	FAX	/81015	40.6146		
a member of United Valley			NO. EXI		yinsuranceservi	io): (510) 5	48-5145		
801 Allston Way		ADDI				ce.com	Τ		
Berkeley CA 9471	^		INSURER(5) AFFORDING COVERAGE				NAIC @		
INSURED			RER A NIAC				99998		
Cakland Leaf Foundation		INSU	er B Employ	ers Compe	ensation Ins.				
		!NSU!	RER C:						
7700 Edgewater Drive, #818		INSU	RER D :						
0-1-1			RER E :		, <u></u> .				
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COVERAGES CERTI	FICATE	NUMBER:CL1691908157			REVISION NUMBER	<u>:                                    </u>	_		
THIS IS TO CERTIFY THAT THE POLICIES O INDICATED. NOTWITHSTANDING ANY REQUESTIFICATE MAY BE ISSUED OR MAY PE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.  INST. TYPE OF INSURANCE INST.	UIREME RTAIN.	NT, TERM OR CONDITION OF A THE INSURANCE AFFORDED B LIMITS SHOWN MAY HAVE BEE	NY CONTRACT	FOR OTHER ES DESCRIBE PAID CLAIMS	DOCUMENT WITH RES D HEREIN IS SUBJECTS.	FECT TO	NAME OF TAXABLE		
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	K	201616332NPO	10/5/2016	10/5/2017	MED EXP (Any one person)	\$	20,000		
					PERSONAL & ADV INJURY	s -	1,000,000		
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	s	2,000,000		
POLICY PRO-					PRODUCTS - COMP/OP AG	G S	2,000,000		
OTHER:					Employee Benefits	\$			
AUTOWOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000		
ANY AUTO				10/5/2017	BODILY INJURY (Per person	1) \$			
ALL OWNED SCHEDULED AUTOS		201616332NPO	10/5/2016		BODILY INJURY (Per accide				
X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE	s	<del></del>		
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A EXCESS LIAB CLAIMS-MADE					AGGREGATE	s	1,000,000		
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B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		EIG202763203	10/30/2016	10/30/2017	X PER OTH ER				
ANY PROPRIETOR/PARTNER/EXECUTIVE TYN	,,				E.L. EACH ACCIDENT	s	1,000,000		
(Mandatory in NH)	<b>'^</b>				E.L. DISEASE - EA EMPLOY		1,000,000		
if yes, describe under DESCRIPTION OF OPERATIONS below	i				E.L. DISEASE - POLICY LIM	<del></del>	1,000,000		
					FIGURE - ( OLIO) EIIR		1,000,000		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES	S (ACOR	D 101, Additional Remarks Schedule, ma	y be attached if m	ore space le requ	ulred)		2		
Oakland Unified School Distriction per written contract.	t is a	edditional insured wi	th respect	to the	operations of the	ie name	d insured		
par written contract.									
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CERTIFICATE HOLDER		CAN	CELLATION						
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Oakland Unified School Attm: Risk Management 1888 Broadway, Suite 44		rict TH	E EXPIRATION	N DATE THE	escribed policies be ereof, notice will by provisions.	CANCEL BE DE	LED BEFORE LIVERED IN		
Oakland, CA 94607	-	AUTH	ORIZED REPRESE	RTATIVE					
		ļ Eril	Erik Holland/ERH						



Date: March 24, 2017 RE: Staff Qualifications

### To Whom It May Concern:

All Oakland Leaf employees, volunteers, and agents working in our OUSD after-school program will have fingerprint clearance through the Department of Justice and FBI, and will also have TB clearance before they begin work on OUSD School sites for the 2017 Summer Program Dates.

If you have any questions feel free to contact me at (510) 564-4334.

Thank you,

Melissa Mendez Ochoa HR & Finance Director



## Oakland Leaf Statement of Qualifications

Oakland Leaf's mission is to cultivate community transformation through creative education for youth and families. Our organization was incorporated as a 501(c)3 non-profit in 2002. The seeds for Oakland Leaf were planted when the founders, a group of Teach for America Teachers, hosted the first All Oakland Youth Talent Showcase in 2000 to demonstrate the beauty and talent that exists in Oakland. The events of September 11, 2001 deeply impacted our founders and their students. Like most Americans, our students felt unsafe and uncertain about the future. At the same time, the homicide rates in Oakland increased dramatically and the United States declared war on Iraq. The founders of Oakland Leaf saw a need to provide youth with programs that equip our future leaders with conflict resolution skills as well as artistic and cultural exploration and expression abilities. What resulted was Oakland Leaf's first Oakland Peace Camp (2003), a summer program that gave youth a safe place for healing and expression. In Fall 2003 Oakland Leaf was asked to provide after-school programming at ASCEND School. Oakland Leaf believes that the role of education is to develop happy, healthy, and successful adults equipped with the tools to experiment and explore. For this reason, our programs are designed to support the development of children and youth by feeding the minds, bodies, and spirits of low-income youth and families in Oakland.

Oakland Leaf focuses on the physical, cognitive, social, and emotional needs of students. We provide youth with opportunities to explore their identities and contribute to their communities, to express their desires, curiosity, and frustrations. Our programs balance academic support, leadership development, and the guidance to become creative individuals with healthy habits. One of our key strategies in empowering children is to create sustainable and productive partnerships with schools that have shared visions for young people.

Our approach, based on principles of youth development and family empowerment, weaves together five core initiatives which correlate to the challenges, needs, and opportunities in our community: 1) Science, Technology, Engineering, and Math (STEM), 2) Literacy, 3) Art and Culture, 4) Health and Wellness, and 5) Empowerment and Leadership.

In addition to our five core initiatives, our programming is based on youth development practices and principles. We develop and assess our staff and programming for cultural relevancy and engagement; a strategy reinforced by taking a project based approach to our classes. This gives students the opportunity to showcase their learning through expositions and community showcases.

Oakland Leaf works in partnership with Oakland Fund for Children and Youth (OFCY) and Oakland Unified School District (OUSD) to achieve a shared vision of a full service community school district. Students and schools with limited economic resources are targeted to ensure that students have access to the resources and the tools needed to achieve academic success and develop into thoughtful and creative citizens. Our whole-child approach to the work makes it possible for schools to provide wrap-around services for students and families. We work with each school to support its specific Community Schools Strategic Site Plan. We have been leading the way in helping Oakland public schools transcend traditional classroom learning and we partner together by using our programs to transform schools into thriving year-round community hubs.

All of our programs are culturally relevant, project based, and culminate in a student showcase or performance. Oakland Leaf's current programs include six comprehensive after-school programs for elementary and middle school students, a school-based community garden and ecology programs, and a



### Oakland Leaf Statement of Qualifications

four-week arts, leadership, and social justice education summer camp called Oakland Peace Camp. Oakland Leaf has grown to serve over 1,100 students and families annually, guided by our credo, "Love is an action!"

Since its incorporation as a 501(c)(3) in 2002, Oakland Leaf has matured into an organization with reliable and effective administrative and financial practices. Our Board of Directors guides our fiscal strategies, while our HR & Finance Director manages fiscal operations with the support from our Executive Director. Additionally, Oakland Leaf is audited yearly to ensure that the organization is using Generally Accepted Accounting Principles (GAAP).

Oakland Leaf has managed federal, state, and local funds through its partnerships with City and State agencies such as OFCY, City of Oakland Cultural Funding, OUSD, ASES, and 21st Century Community Learning Centers. All of our programs adhere to comprehensive City and State standards for fiscal and administrative requirements such as staff-to-youth ratios and units of service requirements as well as measures for accountability including quarterly evaluations, submission of reports, and invoicing.

## PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2016-2017



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	Additio	nal directions	and ref	ated docu	uments are ii	Basic n the Kr			in the	Intranet a	nd Contracts	Online	20 To	201
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 Talent 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 ( <a href="https://www.sam.gov/">https://www.sam.gov/</a> )  For All Consultants: Statement of qualifications (organization); or resume (individual consultant).														ocurement.
ous	D Staff Contac	ct Emails abou	it this coi	ntract shoi	uld be sent to:	: :required?		ee.McMearn						
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	tractor Name							ncy's Contact Odiaka Gonzalez						
	SD Vendor ID et Address		i001624 7700 Edgewater Drive, Suite 818					Title Executive I					7:-	104004
	phone		510-564-4334							a gonzalez	State   @oaklandleaf	CA	Zip	94621
Con	tractor History	Pre	viously l								an OUSD er		e? 🖸 Y	es O No
Compensation and Terms – Must be within the OUSD Billing Guidelines														
Anticipated start date June 1, 2017 Date work will end August 18, 2017 Other Expenses														
Pay	Rate Per Hou	If (required)			Number	Number of Hours (mquired)				_I	an periodo			
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	Ou	SD Administr	ator ver			-					l ist /httns://i	ANANA C	am anı	ıN.
	Administrator / Manager (Originator)				es that this vendor does not apport			Phone			510-879-2709			<u>"</u>
1.	Site/Departme	ent (Name &#) 92</td><td colspan=3>unity Schools and Student Services Dep</td><td>pt.</td><td></td><td>Fax</td><td colspan=3>510-879-4605</td><td></td></tr><tr><td colspan=7>Signature Chamber Signature</td><td><u>                                     </u></td><td>Date</td><td>Approved</td><td></td><td>2211</td><td>7</td><td></td></tr><tr><td rowspan=3>2.</td><td>Resource Ma</td><td>nager, if using f</td><td>unds mans</td><td>aged by.</td><td>State and Federa</td><td>al Qual</td><td>ity, Comm</td><td>nunity, School E</td><td>Developn</td><td>ment 🗸 Com</td><td>munity Schools &</td><td>Student</td><td>Services</td><td>Risk Mgmt</td></tr><tr><td colspan=14>Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)</td></tr><tr><td colspan=6>Signature Cfflin Ma</td><td></td><td colspan=3>Date Approved 5 1717</td><td>1-</td><td></td></tr><tr><td></td><td colspan=12>Signature (if using multiple restricted resources)  Date Approved</td><td></td></tr><tr><td>3.</td><td></td><td colspan=9>Network Superintendent/Deputy Network SuperIntendent</td><td></td><td></td><td></td><td></td></tr><tr><td></td><td colspan=8>Signature WWW Chiefs Consultant Aggregate Flunder Flower &</td><td>Date /</td><td>Approved</td><td></td><td></td><td></td><td></td></tr><tr><td rowspan=2>4.</td><td colspan=14>Chiefs / Deputy Chiefs Consultant Aggregate Under Over \$  Services described in the scope of work align with needs of department or school site</td></tr><tr><td>Consultant</td><td colspan=14>Consultant is qualified to provide services described in the scope of work</td></tr><tr><td></td><td colspan=13>Signature Date Approved</td><td>-</td></tr><tr><td>5.</td><td colspan=13></td><td></td></tr><tr><td></td><td>Required if no</td><td></td><td>rd contra</td><td>ct</td><td>Approved</td><td></td><td></td><td>Denied - R</td><td>eason</td><td></td><td></td><td>Date</td><td></td><td></td></tr><tr><td>Proci</td><td>urement D</td><td>ate Received</td><td></td><td></td><td></td><td></td><td></td><td>PO Numbe</td><td>ar .</td><td></td><td></td><td></td><td></td><td></td></tr></tbody></table>												

PO Number

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

Search Term: oakland\* leaf\* foundation\*
Record Status: Active

No Search Results