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| Board Office Use: Legislative File Info. | |
| File ID Number | 11-3264 |
| Introduction Date | 2-8-12 |
| Enactment Number | 12-0242 |
| Enactment Date | 2-8-12 |



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To The Board of Education
From Tony Smith, Ph.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by Procurement) 2-8-12

Subject Professional Services Contract -
YMCA of the East Bay Oakland CA (contractor, City State)
922/Family, Schools, and Community Partnerships (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and YMCA of the East Bay. Services to be primarily provided to 922/Family, Schools, and Community Partners for the period of 01/03/2012 through 06/30/2012.

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

The Tobacco Use Prevention Education (TUPE) Grant, funded by the California Department of Education from 2010-2013, mandates that the District will implement a tobacco prevention program throughout OUSD middle and high schools including alternative schools where students are most at risk for using tobacco and other drugs. Grant activities include presentation of a research-based curriculum at all schools, a peer education program at selected sites, and intervention activities for those students found to be using or under the influence of tobacco or marijuana at school. Intervention activities also target students at risk for tobacco or other drug use.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of the Professional Services Contract between the District and YMCA of the East Bay, Oakland, CA, for the latter to provide 80 hours for peer education leadership; recruit 10-15 peer educators who are culturally reflective of school ethnicity and identified as being natural leaders, facilitate 10 anti-tobacco, marijuana, and alcohol classroom activities and two school-wide prevention education presentations at the school site reaching all students; all media created will be property of OUSD and used in ensuing years to educate youth about the dangers of tobacco and alcohol at Mandela High School, Media College Preparatory, and College Preparatory and Architecture Academy for the period of January 3, 2012 through June 30, 2012, in an amount not to exceed \$2,000.00.

Recommendation Approval of professional services contract between Oakland Unified School District and YMCA of the East Bay. Services to be primarily provided to 922/Family, Schools, and Community Partner for the period of 01/03/2012 through 06/30/2012.

Fiscal Impact Funding resource name (please spell out) Tobacco Use Prevention not to exceed \$ 2,000.00

- Attachments**
- Professional Services Contract including scope of work
 - Fingerprint/Background Check Certification
 - Commercial General Liability Insurance Certification
 - TB screening documentation
 - Statement of qualifications

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**OAKLAND UNIFIED
SCHOOL DISTRICT**

PROFESSIONAL SERVICES CONTRACT 2011-2012

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

1. **Services:** CONTRACTOR shall provide the services described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").
2. **Terms:** CONTRACTOR shall commence work on 01/03/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/30/2012.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Two Thousand Dollars (\$ 2,000.00). 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 the 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. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 1. Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 2. Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5. **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 \$ _____.
6. **CONTRACTOR Qualifications / Performance of Services.**

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

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

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:

Professional Services Contract

OUSD Representative:

Name: Joanna Locke
Site /Dept.: 922/Family, School & Community Partnership
Address: 495 Jones Avenue
Oakland, CA 94603
Phone: 639-4289

CONTRACTOR:

Name: YMCA of the East Bay
Title: David Johnson - Vice President
Address: 3285 Market Street
Oakland CA CA 94612
Phone: (510) 654-9622

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. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. 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.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and a statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

9. **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.

10. Insurance:

1. Commercial General Liability 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 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.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the 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, the 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. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
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. **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.
17. **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.
18. **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.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 1. **Tuberculosis Screening**
 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.

Contractor initial: _____

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

20. **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.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

22. **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.
23. **Confidentiality.** The 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.
24. **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.
25. **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.
26. **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. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District'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.
28. **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.
29. **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.
30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Summary of terms and compensation:

Anticipated start date: 01/03/2012 Work shall be completed by: 06/30/2012 Total Fee: \$2,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos
 President, Board of Education
 Superintendent or Designee

 Secretary, Board of Education

1-26-2012
 Date

 Date

CONTRACTOR

[Signature] 1/17/12
 Contractor Signature Date

DAVID JOHNSON
 Print Name, Title
Vice President

Certified:

[Signature]
 Edgar Rakes, Jr., Secretary
 Board of Education
2/9/12

Legislative File
 File ID Number: 11-3264
 Introduction: 2-8-12
 Enactment Number: 12-0242
 Enactment Date: 2-8-12

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Approval by the Board of Education of a Professional Services Contract between the District and YMCA of the East Bay, Oakland, CA, for the latter to provide 80 hours for peer education leadership; recruit 10-15 peer educators who are culturally reflective of school ethnicity and identified as being natural leaders, facilitate 10 anti-tobacco, marijuana, and alcohol classroom activities and two school-wide prevention education presentations at the school site reaching all students; all media created will be property of OUSD and used in ensuing years to educate youth about the dangers of tobacco and alcohol at Mandela High School, Media College Preparatory, and College Preparatory and Architecture Academy for the period of January 3, 2012 through June 30, 2012, in an amount not to exceed \$2,000.00.

SCOPE OF WORK

YMCA of the East Bay _____ will provide a maximum of 80.00 hours of services at a rate of \$ 25.00 per hour for a total not to exceed \$2,000.00. Services are anticipated to begin on 01/03/2012 and end on 06/30/2012.

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 consultant will provide peer education leadership at Mandela High School, Media College Preparatory, and College Preparatory and Architecture Academy. He will recruit 10-15 peer educators at the school site who are culturally reflective of school ethnicity and identified as being natural leaders; train students on assessing tobacco, marijuana, alcohol use at their site; train students on the science of inquiry and developing measures to address the school's prevention needs; train students on leadership, collaborative environments, youth/adult partnerships and presentation skills; educate students on developing media and activities to educate their peers in classrooms and assemblies; facilitate 10 anti-tobacco, marijuana, and alcohol classroom activities and two school-wide prevention education activities at the school site reaching all students at Mandela High School, Media College Preparatory, and College Preparatory and Architecture Academy; train students to administer presentation evaluations for each presentation; train students on evaluating their own work and providing positive feedback to their working groups; and train students to help their peers at-risk to access student services at their site and in their community.

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.

1. The consultant will recruit and train about 10 peer educators at each school and in previous years, almost 100% of these students have graduated from high school. The consultant and peer educators will educate approximately 100 students per site on the dangers of substance use, which is correlated with attendance and graduation.
2. Peer educators will learn to provide support to youth who are not engaged in school and connect them to vital student support services. Peer education will augment other efforts within OUSD to reduce truancy and foster academic achievement.
3. Peer educators will learn how to assess substance use at their school, develop and deliver presentations, and provide support to their peers. The peer education program builds leadership skills that help students prepare for college and career.
4. Each 6th, 7th, and 8th grader at the school sites will be made aware of how and where to access vital student health services.

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

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



CERTIFICATE OF LIABILITY INSURANCE

6/1/2012

DATE (MM/DD/YYYY)
6/28/2011

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

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

| | | |
|---|---|----------------|
| PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Two Embarcadero, Suite 1700 San Francisco 94111 (415) 568-4000 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Granite State Insurance Company | NAIC # 23809 |
| | INSURER B: Twin City Fire Insurance Company | 29459 |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

INSURED
1068653 YMCA of the East Bay
2330-2350 Broadway
Oakland CA 94612

COVERAGES YMCEA01 D4 CERTIFICATE NUMBER: 10982743

REVISION NUMBER: XXXXXXXX

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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---------------------------------------|----------|-----------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | Y | N | 02LX005625715-8 | 6/30/2011 | 6/30/2012 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 10,000 |
| | <input checked="" type="checkbox"/> Deductible \$0 | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE \$ 3,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| | AUTOMOBILE LIABILITY | | | NOT APPLICABLE | | | COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ XXXXXXXX |
| | <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) \$ XXXXXXXX |
| | <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ XXXXXXXX |
| | UMBRELLA LIAB | | | NOT APPLICABLE | | | EACH OCCURRENCE \$ XXXXXXXX |
| | <input type="checkbox"/> OCCUR | | | | | | AGGREGATE \$ XXXXXXXX |
| | EXCESS LIAB | | | | | | |
| | <input type="checkbox"/> CLAIMS-MADE | | | | | | |
| | DED | | | | | | |
| | RETENTION \$ | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N | N | 22WEQO3225 | 6/1/2011 | 6/1/2012 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input checked="" type="checkbox"/> N | N/A | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Urban Services YMCA - Oakland Unified School District is named as additional insured as respects to the Comprehensive School Based After School Program at Oakland Unified School District - School Sites & Meeting Locations on 8/16/10 - 6/30/11 for liability arising out of the operations of the insured. See endorsement form CG 2010 0704 attached.

CERTIFICATE HOLDER

CANCELLATION See Attachment

10982743

Oakland Unified School District
Attn: Julia Ma
495 Jones Ave., Brookfield Annex.
Oakland CA 94603

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

| ATTACHED TO AND FORMING A PART OF POLICY NUMSER | ENDORSEMENT EFFECTIVE (Standard Time) | | | | | INSURED | AGENCY AND CODE |
|---|--|-----|-----|-------|------|----------------------|-----------------|
| | MO. | DAY | YR. | 12:01 | NOON | | |
| 02LX005625715-8 | 06 | 30 | 11 | A.M. | | YMCA of the East Bay | 87978 |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED PROVISION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

PART. Additional Premium:

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an Insured any person or organization whom you are required to add as an additional insured to this policy under a written contract, agreement or permit:
1. Currently in effect or which will become effective during the term of the policy; and
 2. Executed prior to the "occurrence" which results in "bodily injury" or "property damage" under Coverage A, or the offense which results in "personal and advertising Injury" under Coverage B.
- B. The insurance provided to this additional insured is limited as follows:
1. That person or organization is an additional insured only with respect to liability arising out of:
 - a. Premises you own, rent, lease or occupy; or
 - b. Your ongoing operations performed for that additional insured as specified in the written contract, agreement or permit.
 2. The limits of Insurance applicable to the additional insured are those specified in the contract, agreement, permit or in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
 3. Coverage is not provided for "bodily injury", "property damage", or personal and advertising injury" arising out of the sole negligence of the additional insured.
- C. The Insurance provided to the additional Insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services including:
1. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. Supervisory, inspection, architectural or engineering activities.
- D. Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or an any other basis.

When this insurance is excess, we will have no duty under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit". If no other insurer defends, we may undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

The Redwoods Group

 AUTHORIZED REPRESENTATIVE

06-30-2009

 DATE

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: _____

 - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda - Must accurately align with scope of work below.

Approval by the Board of Education of a Professional Services Contract between the District and YMCA of the East Bay, Oakland, CA, for the latter to provide 80 hours for peer education leadership; recruit 10-15 peer educators who are culturally reflective of school ethnicity and identified as being natural leaders, facilitate 10 anti-tobacco, marijuana, and alcohol classroom activities and two school-wide prevention education presentations at the school site reaching all students; all media created will be property of OUSD and used in ensuing years to educate youth about the dangers of tobacco and alcohol at Mandela High School, Media College Preparatory, and College Preparatory and Architecture Academy for the period of January 3, 2012 through June 30, 2012, in an amount not to exceed \$2,000.00.

SCOPE OF WORK

YMCA of the East Bay will provide a maximum of 80.00 hours of services at a rate of \$25.00 per hour for a total not to exceed \$2,000.00. Services are anticipated to begin on 01/03/2012 and end on 06/30/2012.

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 consultant will provide peer education leadership at Mandela High School, Media College Preparatory, and College Preparatory and Architecture Academy. He will recruit 10-15 peer educators at the school site who are culturally reflective of school ethnicity and identified as being natural leaders; train students on assessing tobacco, marijuana, alcohol use at their site; train students on the science of inquiry and developing measures to address the school's prevention needs; train students on leadership, collaborative environments, youth/adult partnerships and presentation skills; educate students on developing media and activities to educate their peers in classrooms and assemblies; facilitate 10 anti-tobacco, marijuana, and alcohol classroom activities and two school-wide prevention education activities at the school site reaching all students at Mandela High School, Media College Preparatory, and College Preparatory and Architecture Academy; train students to administer presentation evaluations for each presentation; train students on evaluating their own work and providing positive feedback to their working groups; and train students to help their peers at-risk to access student services at their site and in their community.

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.

- 1. The consultant will recruit and train about 10 peer educators at each school and in previous years, almost 100% of these students have graduated from high school. The consultant and peer educators will educate approximately 100 students per site on the dangers of substance use, which is correlated with attendance and graduation.
2. Peer educators will learn to provide support to youth who are not engaged in school and connect them to vital student support services. Peer education will augment other efforts within OUSD to reduce truancy and foster academic achievement.
3. Peer educators will learn how to assess substance use at their school, develop and deliver presentations, and provide support to their peers. The peer education program builds leadership skills that help students prepare for college and career.
4. Each 6th, 7th, and 8th grader at the school sites will be made aware of how and where to access vital student health services.

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

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

Tobacco-Use Prevention Education Program Overview

Provides funding through an application process for tobacco-specific student instruction, reinforcement activities, special events, intervention, and cessation programs for students.

Proposition 99, approved by the California voters in the November 1988 general election, increased, by 25 cents, the tax on each pack of cigarettes sold in the state. The annual Budget Act appropriates funds from the Tobacco Surtax Fund for several purposes, including tobacco-use prevention education in schools. The [Tobacco Education Research and Oversight Committee \(TEROC\)](#) (Outside Source) serves as the body responsible for providing oversight and leadership to all tobacco prevention efforts in California.

Of the Tobacco-Use Prevention Education (TUPE) funds allocated to the California Department of Education (CDE) for school-based tobacco-use prevention education programs, the *California Health and Safety Code* Section 104430 (Outside Source) requires at least two-thirds of the local assistance funds be allocated to local educational agencies (LEAs) for tobacco-use prevention, intervention, and cessation programs in schools as competitive grants. The remaining one-third of local assistance funds may be used for tobacco-use prevention programs for [American Indian Education Centers](#), statewide program evaluation, technical assistance, implementation strategies, and regional coordinating activities related to tobacco-use prevention.

The California Department of Public Health (CDPH) and the University of California (UC) also receive anti-tobacco health education monies. The [CDPH Tobacco Control Program](#) (Outside Source) provides a statewide media campaign and community tobacco-use prevention and reduction programs. Competitive grants are offered for projects targeting a number of groups, including school-age youth. The [UC Tobacco-Related Disease and Research Program](#) (Outside Source) funds research regarding tobacco use and the treatment of diseases related to tobacco use. Competitive awards are offered for research projects conducted collaboratively by academic institutions and schools.

Overview

The TUPE program provides funding for programs in grades six through twelve through a competitive application process for tobacco-specific student instruction, reinforcement activities, special events, and intervention and cessation programs for students. All LEAs that are certified as having a fully implemented tobacco-free school district board policy are eligible to apply for funding. Programs are locally developed, but they are expected to align with the federal Principles of Effectiveness, the recommended California guidelines for tobacco prevention in [Getting Results](#) (Outside Source) and the [Health Framework for California Public Schools](#) (PDF; 1.92MB; 264pp.). (Each county office of education is eligible to receive funding through the County Technical Assistance and Leadership Funds application to assist school districts within their county in program development, to provide staff development for school and district personnel, and to provide technical assistance as needed.)

Purpose/Objectives

The purpose of the TUPE program is to reduce youth tobacco use by helping young people make healthful tobacco-related decisions through tobacco-specific [Research-Validated](#) (Outside Source) educational instruction and activities that build knowledge as well as social skills and youth development assets. Collaboration with community-based tobacco control programs is an integral part of program planning. The school, parents, and the larger community must be involved in the program so that students will be aware of a cohesive effort and concern for their health and, consequently, their ability to succeed in school.

Principles of Effectiveness as Applied to Tobacco-Use

Having tobacco-free schools is one of our nation's highest priorities. Recipients of TUPE funds must use those funds in ways that are most likely to reduce tobacco use among youth. Recipients shall coordinate their TUPE-funded programs with other available prevention efforts to maximize the impact of all the tobacco prevention programs and resources available, and shall:

1. In General
 - A. Be based on an assessment of objective data regarding the incidence of tobacco use in the public elementary schools and secondary schools and communities to be served, including an objective analysis of the current conditions and consequences regarding tobacco use that is based on ongoing local assessment or evaluation activities;
 - B. Be based on an established set of performance measures aimed at ensuring that the elementary schools and secondary schools and communities to be served by the program have tobacco-free learning environment;
 - C. Be based on scientifically based research that provides evidence that the program to be used will reduce tobacco use;

- D. Include meaningful and ongoing consultation with and input from parents in the development of the application and administration of the program or activity.
- 2. Periodic Evaluation
 - A. REQUIREMENT-The program or activity shall undergo a periodic evaluation to assess its progress toward reducing tobacco use in schools to be served based on performance measures described above.
 - B. USE OF RESULTS-The results shall be used to refine, improve, and strengthen the program, and to refine the performance measures, and shall also be made available to the public upon request, with public notice of such availability provided.

Services

Local school programs are to be based on research that has determined the effectiveness of particular programs and instructional strategies. The CDE will provide LEAs with information about Research-Validated programs as well as research-based activities to prevent tobacco use through CDE's publication *Getting Results*.

The [California Healthy Kids Survey](#) (Outside Source) and the [Safe and Healthy Kids Annual Report](#) (Outside Source) are required of all LEAs who accept TUPE funds in order to assess the health-related behavior of students in grades seven, nine, and eleven.

The [California Healthy Kids Resource Center \(CHKRC\)](#) (Outside Source) provides assistance to school districts and county offices of education as a source of comprehensive information about health-related research and instructional materials to support effective programs for students. Materials from the center can be borrowed at no cost. The CHKRC identifies programs for dissemination and adoption by local educational agencies and maintains a database on programs available in California.

WestEd, under contract with the CDPH, conducts a biennial, statewide evaluation of the level of implementation and effectiveness of the TUPE program. CDPH, through its Local Lead Agencies, welcomes opportunities to assist and enhance school efforts in tobacco-use prevention and cessation.

Questions: Greg Wolfe | gwolfe@cde.ca.gov | 916-319-0193

California Department of Education
1430 N Street
Sacramento, CA 95814

Last Reviewed: Tuesday, March 15, 2011

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

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.
- Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

| | |
|----------------------|---|
| Attachment Checklist | <input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year |
| | <input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years |
| | <input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant) |
| | <input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured |
| | <input checked="" type="checkbox"/> For All Consultants with employees: Proof of workers compensation insurance |

OUSD Staff Contact Emails about this contract should be sent to: lisa.walker@ousd.k12.ca.us

Contractor Information

| | | | | | | | |
|--------------------|---|------------------|---|-------|----|-----|-------|
| Contractor Name | YMCA of the East Bay | Agency's Contact | David Johnson | | | | |
| OUSD Vendor ID # | V018151 | Title | Vice President | | | | |
| Street Address | 3265 Market Street | City | Oakland | State | CA | Zip | 94612 |
| Telephone | (510) 654-9622 | Email | djohnson@ymcaeastbay.org | | | | |
| Contractor History | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |

Compensation and Terms – Must be within the OUSD Billing Guidelines

| | | | | | |
|------------------------------|------------|--------------------|------------|-----------------------|-------------|
| Anticipated start date | 01/03/2012 | Date work will end | 06/30/2012 | Other Expenses | |
| Pay Rate Per Hour (required) | \$ 25.00 | Number of Hours | 80.00 | Total Contract Amount | \$ 2,000.00 |

Budget Information

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

| Resource # | Resource Name | Org Key | Object Code | Amount |
|------------------------|---------------|------------|------------------------------|--------------------|
| 6690 | Tobacco Use | 9224752301 | 5825 | \$ 2,000.00 |
| | Prevention | | 5825 | \$ |
| | Education | | 5825 | \$ |
| Requisition No. | R0202675 | | Total Contract Amount | \$ 2,000.00 |

Approval and Routing (in order of approval steps)

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

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

| | | | | | | |
|--|--|---|-----------------|-------|----------------|-----------|
| 1. | Administrator / Manager (Originator) | Name | Joanna Locke | Phone | (510) 639-3340 | |
| | Site / Department | 922/Family, Schools, and Community Partnerships | | | Fax | 639-4807 |
| | Signature | | | | Date Approved | 12/17/11 |
| 2. | Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Complementary Learning / After School Programs | | | | | |
| | <input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA) | | | | | |
| | Signature | | | | Date Approved | |
| 3. | Regional Executive Officer | | | | | |
| | <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 | | | | | |
| 4. | Signature | | | | Date Approved | 1-26-2012 |
| | Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations <input type="checkbox"/> Consultant Aggregate Under \$50,000 | | | | | |
| 5. | Superintendent, Board of Education Signature on the legal contract | | | | | |
| Legal Required if not using standard contract | | Approved | Denied - Reason | Date | | |
| Procurement | Date Received | PO Number | | | | |

