

Board Office Use: Legislative File Info.	
File ID Number:	16-1174
Introduction Date:	06/22/2016
Enactment Number:	16-1105
Enactment Date:	06/22/2016



# Memo

**To:** Board of Education  
**From:** Antwan Wilson, Superintendent  
**Board Meeting Date:** 06/22/2016  
**Subject:** Professional Service Contract  
**Contractor:**  
**Services for:** 178-BRIDGES

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and JOHN F. KENNEDY UNIVERSITY, Pleasant Hill, CA, for the latter to provide: As a result of the contractor's service, students the contractor serves, will develop emotional skills and decrease school suspensions and bullying behavior for these particular students. for the period of 02/01/2016 through 06/10/2016 in an amount not to exceed \$4,500.00.

**Background:**  
 (A one paragraph explanation of why the consultant's services are needed.)

Bridges is one of a small handle of schools in high stress neighborhoods that does not have county provided mental health services. Bridges has to use their own budget to contract with interns from places like JFK.

**Discussion:**  
 (QUANTIFY what is being purchased.)

As a result of the contractor's service, students the contractor serves, will develop emotional skills and decrease school suspensions and bullying behavior for these particular students.

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OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

**Fiscal Impact:** Funding Resource name(s) (detailed below) not to exceed \$4,500.00.

\$4,500.00

General Purpose-Unrestricted

**Attachments:** Professional Services Contract including Scope of Work



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

Legislative File ID No. \_\_\_\_\_

Department: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Contract Term: Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Annual Cost: \$ \_\_\_\_\_

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

Is Vendor a local Oakland business? Yes \_\_\_ No \_\_\_

**Why was this Vendor selected?**

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

**Was this contract competitively bid?** Yes \_\_\_ No \_\_\_

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

\_\_\_ **Educational Materials**

\_\_\_ **Special Services** contracts for financial, economic, accounting, legal or administrative services

\_\_\_ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)

\_\_\_ **Professional Service Agreements** of less than \_\_\_\_\_ (increases a small amount on January 1 of each year)

\_\_\_ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)

\_\_\_ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)

\_\_\_ **Emergency** contracts [requires Board resolution declaring an emergency]

\_\_\_ **Technology** contracts

\_\_\_ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \_\_\_\_\_ bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected

\_\_\_ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process

\_\_\_ Western States Contracting Alliance Contracts (WSCA)

\_\_\_ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]

\_\_\_ **"Piggyback" Contracts** with other governmental entities

\_\_\_ **Perishable Food**

\_\_\_ **Sole Source**

\_\_\_ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price

\_\_\_ **Other, please provide specific exception**

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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2015-2016

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

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 02/01/2016, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$87,800.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$87,800.00, whichever is later. The work shall be completed no later than 06/10/2016.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Four Thousand Five Hundred Dollars and 00/100 Dollars (\$4,500.00) [per fiscal year], at an hourly billing rate not to exceed N/A per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A, which shall not exceed a total cost of \$0.00.

**5. CONTRACTOR Qualifications / Performance of Services:**

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

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

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

**OUSD Representative:**

Name: ANITA IVERSON-COMELO  
Site /Dept.: 178-BRIDGES  
Address: 1325 53rd Ave  
Oakland, CA 94601  
Phone: 535-3876  
Email: anita.comelo@ousd.org

**CONTRACTOR:**

Name: Chris Berk  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: 925-969-3306  
Email: cberk@jku.edu

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

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

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

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

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
  1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
  2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

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

19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

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

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).

- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.

- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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

- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  


President, Board of Education

Superintendent or Designee

\_\_\_\_\_  


Secretary, Board of Education

CONTRACTOR

Chris Berk

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Print Name, Title

Form approved by OUSD General Counsel for 2015-16 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 WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

See Attached Scope of Work

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.

Mental health support for students

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

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

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

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

- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.

**MEMORANDUM OF AGREEMENT BETWEEN A NON-PROFIT ORGANIZATION  
AND OAKLAND UNIFIED SCHOOL DISTRICT**

**I. Parties**

The purpose of this Memorandum of Understanding (“MOU”) is to establish a relationship between Oakland Unified School District (“OUSD”) and John F. Kennedy University Community Counseling Center.

WHEREAS, the CONTRACTOR’s services or program described in this MOU will be provided at no cost to OUSD, the students, or the parents; and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said services/program on school(s), site(s) (“Schools”) selected in Section II of the MOU.

**II. Program Sites**

Unless otherwise agreed to in writing by the parties, the School(s) governed by this agreement are the following:

1. Bridges Academy

**III. CONTRACTOR Responsibilities/Scope of Services**

A. The expectation of this partnership is to accomplish the following:

- Ensure high quality services
- Develop student and/or family’s social health/skills
- Develop student and/or family’s emotional health
- Create equitable opportunities for learning
- Help ensure, create, and/or sustain safe, healthy and supportive schools
- Create accountability for quality
- Refer to John F. Kennedy University Community Counseling Center’s School Based Program addendum for specific description of shared responsibilities.

B. Ensure that all CONTRACTOR personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:

1. **Drug and Smoke Free**—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 School(s).

2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR's services in this MOU there shall 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. Therefore, the CONTRACTOR agrees to comply with applicable Federal and California laws.
  3. **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 OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict does arise.
  4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.
- C. **Required Documents**—Ensure that all CONTRACTOR personnel who will be on OUSD premises have been: (a) fingerprinted; (b) submitted to a criminal background check via Livescan or a similar service as required by the Education Code, and (c) taken a tuberculosis test. Please see **Section IV** for the relevant documentation that is required.
- D. **Insurance**—Provide evidence of general liability insurance that names OUSD as an additional insured, for operation students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1M in coverage, and furnish certificate of said insurance to OUSD.
- OR**
1. **Waiver**—CONTRACTOR is not required to maintain insurance under this agreement if the Risk Management Officer signs a waiver of insurance. You may contact the Risk Management Officer at 510.879.1612. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- E. **Communication**—Communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and OUSD's mission

and objectives and are adequately meeting student's needs. At the request of School(s) or OUSD staff, provide reasonable data and information to students participating in the CONTRACTOR's program.

- F. **Confidentiality**—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in the CONTRACTOR's program as a participant could be made.

#### **IV. Required Documents**

CONTRACTOR CANNOT commence the services agreed to in this MOU until it has submitted the following documents:

A. Contractor (Individual):

- Completion of Pre-Consultant Screening Process—Attach a letter from Human Resources showing completion of Pre-Consultant Screening for this current fiscal year. This process will include a check of all of the following:
  - o Fingerprinting—Attach documentation
  - o Criminal Background Check—Attach documentation
  - o Tuberculosis Clearance—Documentation from health care provider showing negative TB status within the last four years.

Contractor (Agency):

- Or, attach a letter from Agency/Community-Based Organization/Non-Profit Organization on agency letterhead verifying all employees have been Fingerprinted/Criminal Background Checked and have TB clearance for this current fiscal year and signed by authorized personnel.

B. Contractor:

- Insurance—see Section III (D) for specifications. Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer.

#### **V. Responsibilities of Oakland Unified School District**

- A. **Space**—Provide a suitable classroom or space at the participating School(s), to be agreed upon by School(s) and the CONTRACTOR.
- B. **Janitorial Service**—Provide necessary services to maintain this space, including janitorial services, maintenance, utilities, and technology support.
- C. **Data**—Ensure that CONTRACTOR has reasonable access to student assessment and evaluation data necessary to inform instruction and periodically review student progress and to provide the study.
  - 1. For the purpose of cohort determination, for instructional purposes, or for academic research purposes, at the sole discretion of OUSD, provide CONTRACTOR access to student assessment data for all students at School(s) including, but not limited to, California Standards Test (CST) scores and site-based assessments. Students identified may be protected by the use of ID numbers.
  - 2. Provide CONTRACTOR with any other student information reasonably necessary to provide its services consistent with the CONTRACTOR's program and to evaluate the impact of its program on students at School(s).

## **VI. Duration and Compensation**

This MOU is for the period of February 1, 2016 – June 10, 2016. The School will reimburse John F. Kennedy University Community Counseling Center in the amount of \$4500 total annum for one day per week of service for the remainder of the 2015-2016 school year. Billing for services will be done at the end of the school year by the Contractor.

## **VII. Termination**

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

## **VIII. Hold Harmless/Indemnity**

Each party to this MOU agrees to indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

By: \_\_\_\_\_ Dated: \_\_\_\_\_ (MM/DD/YYYY)

Sponsoring Department or Site Principal

By:     CBK     Dated:     2/2/16     (MM/DD/YYYY)

Chris Berk  
Chief Financial Officer  
John F. Kennedy University  
For the JFKU Oakland Community Counseling Center

Approved as to form and procedure

By: \_\_\_\_\_ Dated: \_\_\_\_\_ (MM/DD/YYYY)

Jacqueline Minor, General Counsel  
Oakland Unified School District

**MEMORANDUM OF AGREEMENT BETWEEN A NON-PROFIT ORGANIZATION  
AND SPECIFIC SCHOOL SITE**

**I. Parties**

The purpose of this Memorandum of Understanding (“MOU”) is to establish a relationship between Bridges Academy at Melrose and John F. Kennedy University Community Counseling Center.

WHEREAS, the CONTRACTOR’s services or program described in this MOU will be provided at no cost to the SCHOOL, the students, or the parents; and BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said services/program to SCHOOL.

**II. Contractor’s Services**

Directions: Please check **all** of the expectations or goals below that are in agreement with your program’s services. This list is similar to the one you filled out on page 2 of the MOU with OUSD; however, this one is for the school site’s information. **You must fill out both.**

- Develop student and/or family’s social health/skills
- Develop student and/or family’s emotional health
- Help ensure, create, and/or sustain safe, healthy and supportive schools
- Help create full service community schools in OUSD
- Ensure high quality services
- Refer to John F. Kennedy University Community Counseling Center’s School Based Program addendum for specific description of shared responsibilities.

**III. Time Commitment/Schedule**

Directions: Please attach a schedule that details the amount of time you will be at the school site and when. The schedule should detail the number of hours per day, number of days per week, number of weeks per month and so on, that you will be providing your services at the school. Both parties must agree to this schedule. See Attachment Two.



**IV. Space**

Check off all of the rooms or space at school that CONTRACTOR's will use to provide services at this school:

- Classroom(s): (please list how many and which ones)
- Office(s)/Conference Room: (please list how many and which ones)
- Yard/Outdoor Play area

**V. Communication**

Please identify a contact person for CONTRACTOR:

Name	Debra Sheppard Clinical Director
Address	2501 Harrison St. Oakland, Ca 94612
Phone Number	510-444-3344 x2222
E-mail	dsheppard@jfkku.edu

Please identify a contact person for the School site:

Name	Anita Comelo-Iverson, Principal Bridges Academy at Melrose
Address	1325 53rd Ave Oakland, CA 94601
Phone Number	510-755-9790
E-mail	anita.comelo@ousd.org

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

By: \_\_\_\_\_ Dated: \_\_\_\_\_ (MM/DD/YYYY)

Site Principal or Contact Person

By: Chris Berk Dated: 2/2/16 (MM/DD/YYYY)

Chris Berk  
Chief Financial Officer  
John F. Kennedy University

**Oakland Unified School District 2015-2016**

**Contract for School Based Services at Bridges Academy at Melrose**

**Attachment 1**

**Description of Services to be performed by John F. Kennedy University Community Counseling Center**

**Trainees/Interns:**

- JFK Intern(s) will: Learn school and district policies and practices (attendance, discipline, promotion and retention, delivery of service for special needs students, etc.).
- JFK Intern(s) will: Learn the school profile, background of student population, and student needs.
- JFK University will: Give each intern an orientation to the school culture and the roles and responsibilities of school personnel at the school site.
- JFK Intern(s) Become familiar with school and community-based programs and resources for students and families.
- The type of counseling services provided will be proposed based on the reason for referral and the determination of the intern with his or her school site administrator liaison and the JFK School-based counseling coordinator.
- JFK Intern(s): may help students to develop skills in the following areas: anger management and alternatives to aggression, effective communication, problem solving, refusal skills and resisting peer pressure, goal development and attainment, and strategies to achieve educational aspirations.
- JFK Intern(s) will: Demonstrate sensitivity and cross-cultural competence when working with students and families from diverse ethnic, economic, and cultural backgrounds.
- JFK Intern(s) will: Work collaboratively with professionals from various disciplines (i.e. teachers, school administrators, psychologists, nurses, child and family advocates, social workers, youth mentors, etc.) to support students' overall school success.
- When appropriate, JFK Intern(s) will: Assist students and families to access health, mental health, and/or support services available at school, in the District, and in the community. Referrals will be coordinated through the school site's Point of Contact.
- In the event that an urgent or emergency circumstance is encountered by a JFK Intern or staff member, (i.e. required CPS report, call to Police, hospitalization evaluation, safety concerns, etc.) he/she will immediately directly contact the principal of the school. Intern(s) /staff will also contact his/her school site administrator and the JFK Intern Coordinator.
- JFK will: Obtain written permission to provide services for any and all student's served.
- JFK will: Request a signed release of information form from the parent / legal guardian in order to coordinate services with school site and district personnel.
- Invoices will reflect the total number of days of services provided, and number of students served. Invoices are due no later than May 15, 2016 for payment in June.
- JFK will: Provide a written end-of-year summary form, or end-of-services summary form, for each student served.

## **Oakland Unified School District 2015-2016**

### **Contract for School Based Services at Bridges Academy at Melrose**

#### **Attachment 1**

- Each day that a trainee/ intern is at a school site, he/she will complete a daily log reflecting students served, or attempted to be served. Per mutual agreement and compliance with HIPPA, trainee/interns will use student initials when completing the Provider Daily Summary Form.
- JFK will provide an end-of-year utilization summary including number of students referred for counseling, number of students who participated in more than three sessions, number of students seen for one session, number of students for whom parental consent for counseling was not obtained, the top four reasons for referral for counseling, ethnicity and gender of student population referred for and participated in counseling, and relevant information related to the delivery of services.
- With parental permission, JFK will identify students in need of ongoing counseling services the following school year. JFK will seek written parental permission to exchange summary information with school site and district personnel involved in the delivery of counseling and other support services with consideration for referral to counseling provided by JFK trainees the following school year.
- End-of-year summary information will be provided to the Principal and District Administrators(s) no later than June 20, 2016.
- During breaks from school and summer, students in need of urgent services and support will be referred to appropriate and accessible community.
- JFK and the trainee/intern will maintain timely and accurate records utilizing the HIPPA-compliant, Valant Electronic Recordkeeping System at JFKU Community Counseling Center.
- JFK will maintain student and family confidentiality specifically as it relates to the therapeutic relationship and in compliance with all professional and ethical guidelines.
- JFK will provide trainee/intern with weekly individual and group supervision conducted by a clinical supervisor with expertise in working with school-age children, youth and families.
- JFK will follow professional and ethical guidelines, District policies and procedures, and State and Federal law. Below is a description of JFK expectations for school sites served. In this document the term trainee refers to a therapist/counselor who is currently enrolled in a Master's or Doctorate program in a field related to counseling psychology. The term intern refers to a therapist who has graduated from a Master's or Doctorate program in a field related to counseling psychology.

#### **Bridges Academy at Melrose:**

1. The school will provide the JFKU trainee/intern with a Point of Contact that they can refer to for questions and in case of emergency. The point of contact will also be available to the SBP staff in order to ensure needs for both the school and JFKUCC SBP are being met.
2. The school will provide the JFKUCC trainee/intern with a room that will be uninterrupted while a client is in session to protect client confidentiality. The school will inform JFKU of the days of the week they will have room on campus for trainees/interns to conduct therapy.
3. The school will work to provide referrals to each JFKUCC trainee/intern who is on campus one day per week with a minimum caseload of 5 clients and each JFKU student who is on campus two days per week a minimum caseload of 10 clients. (Maximum number of clients a trainee/intern is allowed to see is to be negotiated between the school's Point of Contact and the JFKUCC trainee/intern. Caseloads are dependent on trainee/interns status and amount of supervision).
4. The school will provide JFKUCC trainees/interns with a referral form for each student referred to therapy. The referral form can be the school's CARE Team form, or any other referral form the school uses. If the school does not have their own, they can use the JFKUCC referral Form.

**Oakland Unified School District 2015-2016**

**Contract for School Based Services at Bridges Academy at Melrose**

**Attachment 1**

5. The school Point of Contacts will complete an end-of-year evaluation of the SBP.

6. Introduction meetings between JFKUCCC trainees/interns and students (clients) are permissible to meet students; these are not considered counseling appointments.

8. JFKUCCC trainees will only be permitted to provide therapy to students (clients) under the age of 18 after they have obtained written parental/guardian or minor consent to treatment. Bridges Academy will secure written consents and releases from the parents and/or guardians of those students referred for counseling.

## Attachment 2

Student's Schedule at Bridges Academy at Melrose

Commencing February 1, 2016 or upon finalization of MOU

Ending June 10, 2016

Mondays

8:30 am – 2:30 pm

While on site, the student will provide 6 hours of individual, group or family therapy.



JOHN F. KENNEDY UNIVERSITY

*An Affiliate of the National University System*

COMMUNITY CENTERS

WWW.JFKU.EDU

January 25, 2016

Anita Iverson-Comelo  
Bridges Academy  
1325 53<sup>rd</sup> Avenue  
Oakland, CA 94602

Dear Anita,

This letter is to verify that our MFT trainee, Pablo Martinez, has been cleared by the Department of Justice and FBI for working with children. His DOJ and FBI ATI Number is: B268NAP124. Copies of his TB test and Live Scan results are enclosed.

Sincerely,

A handwritten signature in cursive script that reads "Debra Sheppard".

Debra Sheppard, MFT  
Clinical Director, JFKU Oakland Community Counseling Center



KAISER PERMANENTE

**PATIENT TUBERCULOSIS SCREENING VERIFICATION**

*Martinez, Pablo*

OCT 07 2015

This is to certify that the above-named patient's **P.P.D. STU** dated \_\_\_\_\_

was performed at The Permanente Medical Group, Inc. was reported as **Negative.**

David Velek, MD  
Kaiser Pinalo Medical Center  
1301 Pinalo Valley Road  
Pinalo, CA 94564

**DOCTOR'S SIGNATURE**

**REQUEST FOR LIVE SCAN SERVICE**  
SCS 0016 (08/7)

**Applicant Submission**

ORI: AA300 Type of Application: Employment / Contractor  
Code assigned by DOJ  
Job Title or Type of License, Certification or Permit: Intern / School Counselor

Agency Address Set Contributing Agency:  
John F. Kennedy University 11695  
Agency authorized to receive criminal history information Mail Code (five-digit code assigned by DOJ)  
100 Ellinwood Way Becky Bruno  
Street No. Street or PO Box Contact Name (Mandatory for all school submissions)  
Pleasant Hill CA 94523 (925) 969-3454  
City State Zip Code Contact Telephone No.

Name of Applicant: NAVARETE-MARTINEZ PABLO R  
(Please print) Last First MI  
Alias: \_\_\_\_\_ Driver's License No: B8002165  
Last First  
Date of Birth: 10/24/70 Sex:  Male  Female Misc. No. BIL - 148392  
Agency Billing Number  
Height: 5'09" Weight: 165 lb Misc. Number: \_\_\_\_\_  
Eye Color: BROWN Hair Color: BLACK Home Address: \_\_\_\_\_  
Street No. Street or PO Box  
Place of Birth: MEXICO CITY Pinole CA 94564  
City, State and Zip Code  
Social Security Number: 624-17-2474

Your Number: Student ID # 135595  
OCA No. (Agency Identifying No.) Level of Service:  DOJ  FBI  
If resubmission, list Original ATI Number: \_\_\_\_\_

Employer: (Additional response for agencies specified by statute)  
Employer Name: \_\_\_\_\_  
Street No. Street or PO Box Mail Code (five digit code assigned by DOJ)  
City State Zip Code Agency Telephone No. (optional)

Live Scan Transaction Completed By: Sanders 9/25/15  
Name of Operator Date  
1584-A FITZGERALD DR. PINOLE, CA 94664-2229 B268 NAP 124  
Transmitting Agency ATI No. Amount Collected/Billed  
45.00