

Board Office Use: Legislative File Info.	
File ID Number	15-0502
Introduction Date	4-22-15
Enactment Number	15-0535
Enactment Date	4/22/15



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by Procurement) 4/22/15

Subject Professional Services Contract - The Regents of the University of California
- Office of Post Secondary Readiness (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and The Regents of the University of California. Services to be primarily provided to Office of Post Secondary Readiness for the period of 07/01/2014 through 06/30/2015.

Background
A one paragraph explanation of why the consultant's services are needed.
The University of California, Berkeley, Center for Educational Partnerships (CEP), works in partnership with local schools, school districts, and communities, to improve academic achievement and expand post-secondary educational opportunities for students who face significant barriers to college. It's diverse programs help young people overcome educational and financial barriers to prepare for and be accepted at two or four year colleges.

Discussion
One paragraph summary of the scope of work.
Approval by the Board of Education of a Partnership Agreement between the District and The Regents of the University of California, Berkeley, CA, for the latter to provide a program to increase the college-going rate of students from the African-American Male Achievement (AAMA) Initiative providing comprehensive college awareness, resources, preparation, presentations and information through the efforts of a College Adviser Fellow who will provide intensive program activities in using the best practices of the highly successful college access programs and strategies that build college-going culture through one-to-one conversations, small group or classroom presentations, and whole school efforts for the period of July 1, 2014 through June 30, 2015.

Recommendation Ratification of professional services contract between Oakland Unified School District and The Regents of the University of California. Services to be primarily provided to Office of Post Secondary Readiness for the period of 07/01/2014 through 06/30/2015.

Fiscal Impact Funding resource name (please spell out) _____ not to exceed 45,000.00

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

Board Office Use: Legislative File Info.	
File ID Number	15-0562
Introduction Date	4-22-15
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Enactment Date	4/22/15 EA



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between The Regents of the University of California on behalf of the Center for Educational Partnerships (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 07/01/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$ 84,100 in the current fiscal year, or, approval by the Board of Education if the total contract(s) exceed \$ 84,100, whichever is later. The work shall be completed no later than 06/30/2015.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Forty-Five Thousand Dollars (45,000.00) [per fiscal year], at an hourly billing rate not to exceed \$ 100.00 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: _____

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*: _____ which shall not exceed a total cost of _____

5. CONTRACTOR Qualifications / Performance of Services.

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

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

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.

- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U. S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

OUSD Representative:

Name: Bernard McCune
Site /Dept.: Office of Post Secondary Readiness
Address: 1000 Broadway, Suite 680
Oakland, CA 94607
Phone: 510-879-8133
Email: bernard.mccune@ousd.k12.ca.us

CONTRACTOR:

Name: Gail Kaufman
Title: CEP Deputy Director
Address: 2150 Kittredge Street, Suite 4C
Berkeley CA 94720
Phone: 510-673-9206
Email: gkaufman@berkeley.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.

Professional Services Contract

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.

See
Attachment
C

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.~~

See
Attachment
C

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 these 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 87.100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
- 25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- 26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 31. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent
- Chief or Deputy Chief

Secretary, Board of Education

The Regents of the University of
CONTRACTOR California

3/12/2015
 Contractor Signature
 Maria Rubinshteyn *Ling Zhu, Business Contracts Specialist*
 Director, Business Contracts and Brand Protection

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 15-0562
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 By: CR

OAKLAND UNIFIED SCHOOL DISTRICT
 Office of General Counsel
 APPROVED FOR FORM & SUBSTANCE
 By:
 Attorney at Law

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.

For detailed Description of Services, see Attachment A: Statement of Work and Payment Schedule and Attachment A: Adviser Follow Minimum Standard Requirements.

Professional Services Contract

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.**

For detailed Outcome specifics, see Attachment A: Adviser Fellow Minimum Standard Requirements.

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: _____
- 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.

Exhibit A: STATEMENT OF WORK AND PAYMENT SCHEDULE

The vision of the Center for Educational Partnerships on behalf of Destination College Advising Corps is to make college a viable option for all students. Destination College Advising Corps looks to achieve this by working collaboratively with target schools and partner programs focused on research-based best practices that enable low-income and first generation to college students to access post-secondary education.

The goal of UC Berkeley through DCAC is to increase the college-going rate of students at Oakland Technical High School, Oakland High School and Castlemont School in the Oakland Unified School District and provide comprehensive college awareness, mentorship, resources, preparation, advising and information through the efforts of a dedicated College Adviser Fellow. This College Adviser Fellow will participate in the local and national research and data collection as specified by state and Federal agreements, including the provision of intensive program activities by using evidence-based best practices of highly successful college access programs and strategies that build college going culture through one-to-one, small group, classroom, and whole school efforts.

RESPONSIBILITIES OF THE PROGRAM

The Program will provide the following: See Attachment A for a detailed description of College Adviser Fellow minimum standard requirements.

- A. Train, mentor and assign a recent 4-year university graduate(s) (College Adviser Fellow(s) to Oakland Unified School District to offer program services guided by a Regional Field Mentor, driven by data-based assessment.
- B. The College Adviser Fellow(s) will be placed on-site at District School(s) during the operational hours of the school site(s) beginning late-August 2014 through May 31, 2015.
- C. The College Adviser Fellow will attend DCAC meetings, trainings and conferences that may be held at non-School site locations.
- D. College Adviser Fellows and DCAC Regional Field Mentors will exercise the strictest confidentiality and all information obtained will only be used for program purposes. College Adviser Fellows will sign confidentiality agreements with the District, as appropriate.
- E. DCAC will work in partnership with District to promote college and career going culture through providing guidance and training using best practices based on data and analysis of school culture and student's college knowledge and awareness.
- F. DCAC will implement an Evaluation Plan for continuous improvement and for determining sustainability and scale-up opportunities.

DCAC/CEP Regional Field Mentor will provide services as follows:

- A. Train and mentor the College Adviser Fellow(s) and serve as the liaison between the College Adviser Fellow and District.
- B. Provide District staff with information about DCAC and its associated research participation, its College Adviser Fellow(s) and general information about admissions to institutions of higher education; and share data and analysis regarding college culture and student's college knowledge gathered through the administration of pre and post surveys.
- C. Coordinate events or visits for further advancement of DCAC's mission.

ATTACHMENT A: ADVISER FELLOW MINIMUM STANDARD REQUIREMENTS

DCAC College Adviser Fellows will be placed at a partner high school in Alameda, Contra Costa, Santa Clara, Solano or San Bernardino counties and participate in data collection / analysis and college going activities under the advisement and purview of Regional Field Mentors who are full time staff employees of UC Berkeley and recognized as experts in college access programming. The Regional Field Mentors will provide College Adviser Fellow(s) with training and guidance in meeting requirements of the program, professional development and overseeing day-to-day program efforts and activities. College Adviser Fellows in Northern California may be placed in partnership with another CEP program. DCAC partners include the Early Academic Outreach Program (EAOP), School/University Partnerships (SUP) and the Solano County Educational Consortium (SCEC).

DCAC staff and College Adviser Fellows work in collaboration with partner schools and college access programs to support, assist and supplement the college access and preparation efforts for all students using research-based best practices of college access programs and therefore, DCAC staff and College Adviser Fellows do not supplant existing staff, services or activities.

With guidance from their Regional Field Mentors, College Adviser Fellows will be expected to implement the following best practice program efforts and activities. College Adviser Fellows' plans and goals may differ from site to site and may include activities beyond those indicated below in order to meet partner and regional needs or the needs of the national research initiative. Specific College Adviser Fellow activities and goals will be determined together with individual Regional Field Mentors to meet specific partner and school site needs.

Program Efforts Directed at Students and Families (70%-80% of time during academic year)

Activities

- College Adviser Fellow will recruit and mentor a cohort of high school students and provide them with college access and preparation assistance to include (for example): academic advising, college planning, college admissions applications, financial aid applications, scholarship applications, SAT/ACT preparation and registration.
- College Adviser Fellow will provide college access and preparation advising to any student requesting time and mentorship.
- College Adviser Fellow will support their partner school by collaborating with school site staff to provide college and financial aid information, classroom presentations, and parent information as well as helping to develop and sustain a college-going culture in the target school site.
- For Manhood Development Program students, the College Adviser Fellow will deliver a weekly session on college knowledge, meet individually with MDP students, and connect MDP students to resources.
- College Adviser Fellow will promote the East Bay College Fund Scholarship, the College CREW Program, as well as other opportunities
- College Adviser Fellow will collect and analyze data from pre and post surveys of students to determine school culture and college knowledge, identify gaps and design plan based on this information in consultation with the Regional Field Mentor and the partner school.

Numerical Goals for Activities with Individual Students

- *Cohort Enrollment:* 140 - 160 students (~45 seniors, ~40 juniors, ~35 sophomores, ~30 freshmen)
- *Individual Students:* ~300 students provided with an individual service
- *Individual Services:* ~400-450 individual service sessions

Numerical Goals for Activities with Seniors

- *College Admissions:* 95% of all cohort seniors will submit a college admissions application. 90% of all cohort seniors will gain admissions to at least one college (including two-year and four-year options)
- *Financial Aid:* 95% of all cohort seniors will submit a FAFSA. 95% of all cohort seniors will submit a Cal Grant GPA.

Group/Whole-School Program Goals

- *School-Wide Events:* Fellow will support at least one FAFSA event and a Decision Day-event at their site.
- *Classroom/Group Workshops:* Fellow will conduct 60 classroom/group workshops at their site.

Training and Development (100% of effort in August; 10% - 20% of effort during academic year)

Training Activities

- College Adviser Fellow will take part in a 4-week College Advising "Boot Camp" prior to placement.
- College Adviser Fellow will take part in the National Leadership Institute in October, 2014.
- College Adviser Fellow will receive continued hands-on training and field guidance which may include individual meetings with Regional Field Mentors, group/region meetings, meetings with school site partners, and/or college access workshops/conferences.
- College Adviser Fellow will receive professional development for "life after DCAC" which will include resume review, interviewing, graduate school support, and/or public speaking.

Training Goals:

- *Knowledge and Skills:* College Adviser Fellow will acquire the necessary college access, data analysis and preparation knowledge and skills from the "Boot Camp" and Regional training.
- *Application:* With Regional Field Mentor's feedback and guidance, College Adviser Fellow will be able to implement the knowledge and skills gained in order to carry out the DCAC program and activity plan.

Research/Assessment: (10% - 15% of time during academic year)

Activities

- College Adviser Fellow will collect, enter and maintain student and program activity data.
- College Adviser Fellow will administer pre and post College-Knowledge Surveys, National surveys, and other partner specific surveys.
- College Adviser Fellow will analyze data and create reports from the program enrollment, program activities and pre and post College-Knowledge Survey data collected.

Goals:

- *Cohort Applications:* 100% of cohort students will complete a program application.
- *Student Program and Demographic Data:* College Adviser Fellow will enter required student program information and demographic data on a weekly basis.

- *Principal Report:* College Adviser Fellow will complete a Pre/Post Principal's Report using student and program activity information and survey data collected.

Professionalism (*expected at all times*)

Professional behavior, communication and actions are expected at all times. College Adviser Fellow is expected to adhere to all policies as indicated in the College Adviser Fellows Manual and the College Adviser Fellow Code of Conduct reviewed at the DCAC Orientation or with their Regional Field Mentor.

Regional and Program Partner Expectations (*as reviewed and approved by Regional Field Mentor*)

Each Regional Field Mentor will review and approve all additional requests, program activities and/or goals in order to meet the specific site, region and/or partner and research program needs. These may include facilitating activities such as financial literacy workshops, classroom lesson plans, community outreach events, etc. Additionally, numerical and program goals may be adapted to meet the partner and/or site need.

ATTACHMENT B: RESEARCH AND EVALUATION PLAN

The evaluation plan will collect and analyze data to provide DCAC and Oakland Unified School District with information on the effectiveness of the Advising Corps on the following goals.

- Increase students' college knowledge and aspirations;
- Increase parent/family college awareness, knowledge and expectations for students;
- Increase student preparation for college admissions;
- Increase percent of high school graduates going to college.

In consultation with the District DCAC will:

- Administer Pre/Post (Fall 2014/Spring 2015) student surveys in adopted classes;
- Administer College Advising Corps Surveys in April/May, 2015 as per both CAC and DCAC requirements
- District can choose to administer the College Advising Corps Survey to additional students and CAC will provide the surveys and the analysis
- Access data collected on school-wide surveys such as a Senior and Satisfaction Surveys, and surveys as to test taking, application, acceptance, enrollment and financial aid information, data from tracking systems;
- Analyze information presently collected by the District (*e.g. National Student Clearinghouse and PSAT, SAT/ACT testing data*) for enrollment information and test taking;
- Utilize the publicly available data repositories for data such as: a-g analysis, Cal Grant applications;
- If the district does not collect college enrollment data from the National Student Clearinghouse, DCAC may require student level data on graduates to send to the National Student Clearinghouse in order to retrieve college enrollment, retention and/or graduation data. There will be no cost to the school for this service.
- Other evaluations/assessments from College Advising Corps, African American Male Achievement Initiative, EAOP, SCEC and/or other DCAC partners on a case-by-case basis.

The DCAC Regional Field Mentors and College Adviser Fellows will be responsible to collect and track information as they work with students and will work with CEP staff on implementing the evaluation plan. All data and analysis will be shared with the school/district.

Attachment C

AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
OAKLAND UNIFIED SCHOOL DISTRICT

Any other provision to the contrary notwithstanding, the following provisions shall govern the Agreement between The Regents of the University of California ("University") and Oakland Unified School District ("District") effective July 1, 2014.

1. Indemnification. Each party shall defend, indemnify, and hold the other party harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

2. Intellectual Property. The ownership of any preexisting copyright in works or inventions employed in the performance of this Agreement shall remain unchanged, provided however, that each party hereby licenses to the other party the right to use such copyrighted work or invention only to the extent necessary to perform this Agreement. University shall own the copyright of any materials produced in the performance of this Agreement; provided, however, University hereby grants to District a royalty-free, non-exclusive license to use such materials for non-commercial educational research purposes.

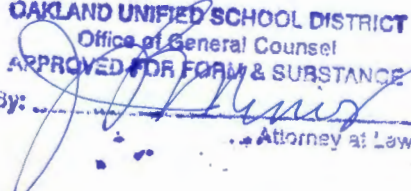
3. Trademark/University Name. The University's name and trademarks are protected by California law and may not be used except to indicate identification or location without prior written approval of the University's Office of Business Contracts and Brand Protection.

Oakland Unified School District

The Regents of the University of California

By: _____
Name:
Its:

By:  3/12/2015
Maria Rubinshteyn, Ling Zhu, Business Contracts & Speech
Director, Business Contracts and Brand
Protection

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Attorney at Law

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 7559

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.



This certificate may be revoked at any time for good cause pursuant to Labor Code Section 3702.

EFFECTIVE March 1, 1993

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



DIRECTOR

MANAGER, SELF-INSURANCE PLANS

SUPERCEDES CERTIFICATE NO. P-1344

ATTACHMENT TO CERTIFICATE 1415-215 GL

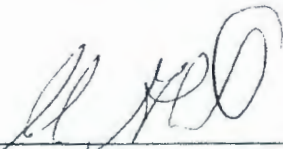
1. The **OAKLAND UNIFIED SCHOOL DISTRICT**, its officers, agents, and employees are hereby named as additional insureds, but only in connection with the Professional Services Contract between the University of California, Berkeley's Center for Educational Partnerships and the **OAKLAND UNIFIED SCHOOL DISTRICT** for provision of services intended to increase the college-going rate of high school students and any necessary incidental purposes from July 1, 2014 through June 30, 2015.

This provision shall apply to claims, costs, injuries, or damages but only in proportion to and to the extent such claims, costs, injuries, or damages are caused by or result from the negligent acts or omissions of The Regents of the University of California, its officers, agents, or employees.

2. The insurance evidenced herein follows the provisions of the Bylaws and Standing Orders of The Regents of the University of California and self-insurance programs as administered by the University of California, Office of the President, Office of Risk Services, which do not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions than required under such Bylaws and Standing Orders shall invalidate this certificate.

3. In the event of claims being made under any of the coverages of the policy or policies referred to herein by one or more insureds hereunder for which another or other insured hereunder may be liable, then the policy or policies shall cover such insured or insureds against whom a claim is made or may be made in the same manner as if separate policies had been issued to each insured hereunder. Nothing contained herein, however, shall operate to increase the insurer's or insurers' limits of liability as set forth in the insuring agreements.

4. This Certificate of Insurance shall be considered void unless the **Professional Services Contract 2014-2015**, attached hereto and hereby made part of this Certificate, has been accepted by the insured.



Authorized Signature
University of California, Berkeley
Office of Risk Services

Date: March 13, 2015

NO: 1415 - 215 GL

This certificate is issued to:

OAKLAND UNIFIED SCHOOL DISTRICT
ATTN: BERNARD McCUNE
1000 BROADWAY, SUITE 680
OAKLAND, CA 94607

UNIVERSITY OF CALIFORNIA
OFFICE OF RISK SERVICES
2130 CENTER STREET SUITE 200
BERKELEY, CA 94720-4208
(510) 642-5141

UNIVERSITY OF CALIFORNIA CERTIFICATE OF SELF-INSURANCE

This is to certify that the University of California is self-insured for the following coverages:

Type of Coverage	Self-insured Limits
I. GENERAL LIABILITY:	
Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Other	
General Aggregate (Bodily Injury and Property Damage)	\$1,000,000
II. AUTOMOBILE LIABILITY:	
Vehicles Owned, Non-Owned or Hired (each occurrence)	
III. SPECIAL TERMS AND CONDITIONS:	
This Certificate is issued in connection with the Special Terms and Conditions attached hereto and hereby made a part of this Certificate.	

Should any of the above described programs of self-insurance be materially modified or cancelled before the expiration date shown below, the Regents of the University of California will give advance written notice to the named certificate holder.

DATE ISSUED: 3/13/2015

CERTIFICATE EXPIRES: 6/30/2015



AUTHORIZED SIGNATURE
RISK MANAGER

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

Basic Directions

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

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

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

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

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

Contractor Information

Contractor Name	The Regents of the University of California	Agency's Contact	Gail Kaufman
OUSD Vendor ID #	V025738	Title	CEP Deputy Director
Street Address	2150 Kittredge Street, Suite 4C	City	Berkeley
Telephone	510-673-9206	State	CA
		Zip	94720
		Email (required)	gkaufman@berkeley.edu
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	07/01/2014	Date work will end	06/30/2015	Other Expenses	
Pay Rate Per Hour (required)	\$ 100.00	Number of Hours (required)	450		

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
0000	Sch Site Sup	9981195201	5825	\$ 45,000.00
			5825	
			5825	
Requisition No. (required)	R0153729		Total Contract Amount	\$ 45,000.00

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.sam.gov/>)

1.	Administrator / Manager (Originator)	Name	Bernard McCune	Phone	510-879-8133
	Site/Department (Name & #)	Office of Post Secondary Readiness		Fax	
	Signature		Date Approved	3/13/15	
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships <input type="checkbox"/> Risk	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)			
	Signature		Date Approved		
	Signature (if using multiple restricted resources)		Date Approved		
3.	Network Superintendent/Deputy Network Superintendent				
	Signature		Date Approved		
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$84,100	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site			
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature		Date Approved	3/13/15	
5.	Superintendent, Board of Education Signature on the legal contract				
	Legal Required if not using standard contract	Approved	Denied - Reason	Date	1/31/15
	Procurement	Date Received	PO Number	P1506922	