

| Board Office Use: Legislative File Info. | |
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| File ID Number | 12-3218 |
| Introduction Date | 3-13-13 |
| Enactment Number | 13-0449 |
| Enactment Date | 3/13/13 08 |



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date 3/13/13

Subject Professional Services Contract - CitySpan Technologies, Inc. (contractor) - 922/Family, School, and Community Partnerships Department (site/department).

Action Requested Ratification of a Professional Services Contract between Oakland Unified School District and CitySpan Technologies, Inc. Services to be primarily provided to 922/Family, School, and Community Partnerships Department for the period of July 1, 2012 through June 30, 2013.

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

CitySpan Technologies, Inc. software provides tools for capturing student information, defining after school activities, taking attendance and generating reports that are required of the After School and Safety (ASES), 21st Community Learning Centers (21st CCLC), and the 21st Century High School After School Safety and Enrichment for Teens (ASSETs) program grants. The capabilities include participant information, staff, partner and facility information, activity attendance, outcomes evaluation, statistical reports, and barcode data-entry; configure software for OUSD to integrate with OFCY, data exchange and grant reporting information.

Discussion
One paragraph summary of the scope of work.

Ratification of a professional services contract between Oakland Unified School District and CitySpan Technologies, Inc. for the latter to provide software, licensing, project management, and training for capturing student information, defining after school activities, taking attendance and generating reports that are required of the After School Education and Safety (ASES), 21st Century Community Centers (21st CCLC), and the 21st Century High School After School Safety and Enrichment for Teens (ASSETs) program grants for the period of July 1, 2012 through June 30, 2013 in an amount not to exceed \$10,000.00.

Recommendation Ratification of a Professional Services Contract between Oakland Unified School District and CitySpan Technologies, Inc. Services to be primarily provided to 922/Family, School, and Community Partnerships Department for the period July 1, 2012 through June 30, 2013.

Fiscal Impact Funding Resource: 4124/21st CCLC for licensing fees in the amount of \$7,000.00 and project management, training, and programming in the amount of \$3,000.00, for a total not-to-exceed amount of \$10,000.00.

Attachments

- Professional Services Contract
- Scope of Work/Cost Proposal
- Certificate of Insurance
- Data Sharing and Confidentiality Agreement

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

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

- Services:** The 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 07/01/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Three Thousand Dollars (\$ 3,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- 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 \$ _____.
- 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.

- 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: Julia Ma
Site /Dept.: Family, School, and Community Partnership
Address: _____
Oakland, CA
Phone: (510) 273-1541

CONTRACTOR:

Name: _____
Title: _____
Address: 2437 Durant Avenue, Suite 206
Berkeley CA 94704
Phone: (510) 665-1700

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

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

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

10. Insurance:

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

Check one of the boxes below:

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

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

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

OR

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

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

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
 13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
 14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
 15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
 16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
 17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
 18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
 19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 1. **Tuberculosis Screening**
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
Contractor initial: AM
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
 21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

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

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of 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.epls.gov/eplsearch.do>)

Summary of terms and compensation:

Anticipated start date: 07/01/2012 Work shall be completed by: 06/30/2013 Total Fee: \$ 3,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Maria Vantore
 President, Board of Education
 Superintendent or Designee

2-12-2013
Date

[Signature]
Contractor Signature

1/30/13
Date

[Signature]
Secretary, Board of Education

[Signature]
Date

[Signature]
Print Name, Title

Certified:
[Signature] 1/17/13
 Edgar Rakestraw, Jr., Secretary
 Board of Education

File ID Number: 12-3218
 Introduction Date: 3/13/13
 Enactment Number: 13-0149
 Enactment Date: 3/13/13
 By: [Signature]

Date: April 26, 2012

To: Julia Ma
Oakland Unified School District

From: Mark Min
Cityspan Technologies

Re: Cost proposal

This proposal describes costs associated with licensing Cityspan's software for California after school programs. Cityspan will provide site licenses, project management and user support services to after school programs administered by the Oakland Unified School District. The software will collect student level attendance data and generate summary reports that meet requirements set by the California and US Department of Education.

1. Licensing and User Support

A fee will be charged for licensing the software, hosting it at Cityspan's data center and providing user support. The fee covers costs related to server hardware and software maintenance, internet connectivity, security monitoring and help desk operations. Cityspan's help desk provides toll-free phone and email-based support to end users during business hours (M-F, 8AM-5PM PST). Support requests will be met within one business day. The cost for licensing and user support is \$350 per schools annually. OUSD will be billed for schools that are not already paid for by OFCY.

Cost: (20 schools @ \$350/school) = \$7,000/annually

2. Project Management

A project management fee will be charged to cover costs associated with meetings, email and phone communications between OUSD staff, Cityspan and Public/Profit. Project management time is billed at \$125 per hour. Cityspan estimates 20 hours of project management time in 2012-13.

Cost: (20 hrs @ \$125/hour) = \$2,500/annually

3. Data Exchange

Cityspan will manage a data exchange that updates student registration data from a daily file export from Aeries.

Cost: (4 hrs @ \$125/hour) = \$500/annually

COST SUMMARY

| | |
|------------------------|-----------------|
| (1) License & Hosting | \$7,000 |
| (2) Project Management | \$2,500 |
| (3) Data Exchange | \$500 |
| Total: | \$10,000 |

PRODUCER 925.828.3700 FAX 925.828.6507
Centurion Insurance
7950 Dublin Blvd Ste.100
P.O. Box 2518
Dublin, CA 94568

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Cityspan Technologies Inc.
2054 University Ave 5F
Berkeley, CA 94704

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|--------|
| INSURER A: Valley Forge Insurance Company | |
| INSURER B: Transportation Insurance Co. | |
| INSURER C: Hartford Ins Co of the Midwest | 37478 |
| INSURER D: Beazley Insurance Company | |
| INSURER E: | |

COVERAGES

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

| INSR ADD'L LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|----------------------|---|---------------|------------------------------------|-------------------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | B2057451767 | 08/01/2012 | 08/01/2013 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| B | EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000 | B4023002110 | 08/01/2012 | 08/01/2013 | EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$ \$ |
| | | | | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below | 57WECZW2937 | 08/01/2012 | 08/01/2013 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | | | | | |
| | | | | | |
| D | OTHER Professional Liability Retro Date: 4/17/2009 | V15SNP120401 | 04/17/2012 | 04/17/2013 | Each Claim: \$1,000,000 Aggregate: \$1,000,000 Ea Claim Ded: \$10,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Oakland Unified School District is named as additional insured as respects to operations of the named insured per form SB-300120-B as required by written contract.

CERTIFICATE HOLDER

Oakland Unified School District
1025 Second Ave.
Oakland, CA 94606

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Vonda Martin/VM

Vonda Martin

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

SCHEDULE*

Name Of Person Or Organization:

"AS REQUIRED BY WRITTEN CONTRACT"

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

A. The following is added to Paragraph C. Who Is An Insured:

- 4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. The insurance provided to the additional insured is limited as follows:

- 1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf

in the performance of your ongoing operations for the additional insured(s); or

- c. "Your work" that is included in the "products-completed operations hazard" and performed for the additional insured, but only if this Policy

provides such coverage, and only if the written contract or written agreement requires you to provide the additional insured such coverage.

C. This insurance provided to the additional insured terminates when your operations for the additional insured are complete. But if the written contract or written agreement specifies a date until which this insurance must apply, then this insurance terminates:

- 1. On the date specified in the written contract or written agreement; or
- 2. When this policy expires or is cancelled, whichever occurs first.

D. The following is added to Paragraph H. of the Businessowners Common Policy Conditions:

H. Other Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

30120006720574517676500



Search Results

Current Search Terms: cityspan* technologies* inc*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.432.20121130-1953

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





Cityspan Gear Up



Home

[Home](#) [Custom Solutions](#) [Cityspan Gear Up](#)

Our Software

[Cityspan Funder™](#)

[Cityspan Provider™](#)

Custom Solutions

[YouthServices.net](#)

[Cityspan HS](#)

[Cityspan SES](#)

[Cityspan 21CCLC](#)

[Cityspan Gear Up](#)

Our Clients

[Client List](#)

[Study: New Jersey](#)

[Study: San Francisco](#)

[Study: New York](#)

About Cityspan

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Cityspan Gear Up is designed for school districts and their partners participating in the federal Gear Up program. The system helps track and evaluate the progress of participating students and captures the involvement of their support network.

Cityspan Gear Up provides a single hub for maintaining all information related to a student's academic achievement.

Register and enroll students

Cityspan Gear Up guides users through the process of registering students. The system collects basic demographics, such as name, address, and emergency contacts, as well as outcome information such as graduation dates and college attendance. Once registered, students may be enrolled in individual services such as tutoring, or group activities such as classes.

Track attendance and progress

Cityspan Gear Up enables users to maintain detailed information on each participant. Using the software, Gear Up program staff can record attendance for all individual and group activities, as well as a five-year academic picture for each student. The system tracks GPAs, exam scores, courses taken and educational progress. Several tools support data collection, including pre-printed attendance forms and options that integrate wireless and PDA technologies. In addition, Cityspan Gear Up can be linked to a school district's student registration system, enabling transfers of student data between systems.

Manage the support network

One of the key elements of Gear Up is the involvement of the program's support network. With Cityspan Gear Up, users can maintain a variety of data related to staff, parents and partner agencies. Staff forms record staff names, addresses, schedules of availability and pre-qualification information. Parents that participate in activities—either individual counseling or group courses—are tracked in the system as well. Partner agencies are categorized by type, e.g. school, service provider or funder, and

CITYSPAN GEAR UP FEATURES

Register and enroll students

Track attendance and progress

Manage a student's support network

Create reports

Analyze outcomes

information such as agency names, addresses, contacts and organizational descriptions is captured.

Create Reports

With Cityspan Gear Up, users can automatically generate Annual Performance Review (APR) reports based on participant and service data. Gear Up programs can also create statistical reports for presentation to funders, evaluators and others. The reports calculate average daily attendance, participation by service category and overall participant demographics. The system also generates enrollment lists, mail labels, contact sheets and attendance forms that facilitate the day-to-day management of services.

Analyze Outcomes

Cityspan Gear Up enables users to generate reports that help them evaluate the effectiveness of different programs and service offerings. The system captures GPAs, test scores and grades directly on a participant record, thus allowing for analyses that relate program elements, such as participation frequency, to student performance. Other features that facilitate outcomes analysis include standardized evaluation forms, user-defined assessment forms and unique fields, such as school ID or social security number, which can link client data to external data sets.



Cityspan 21st CCLC for Community Learning Centers



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Cityspan 21st CCLC is powerful and user-friendly software that meets the service tracking needs of 21st Century Community Learning Centers and grant administrators.

The software enables users to manage information with greater efficiency and to automatically generate required 21st Century Annual Performance Review (APR) reports. And, as with all our software, Cityspan 21st CCLC can be customized to meet your specific data collection needs.

Track Participants and Services

Cityspan 21st CCLC guides you through the process of registering youth and tracking their participation in program activities. Users record key information on each participant including name, address, school, emergency contacts and demographics. Once registered, participants can be enrolled in program activities and their attendance tracked. Several tools support data collection, including pre-printed attendance forms and options that integrate wireless and PDA technologies.

Manage Staff, Agencies and Facilities

Cityspan 21st CCLC also manages information about staff, partnering agencies and facilities. Staff forms record staff names, addresses, schedules of availability, and pre-qualification information. Agency forms record agency names, addresses, contacts and organizational descriptions. The system also manages information about rooms and buildings, including facility addresses, contacts, room capacities and use restrictions.

Create Reports

YouthServices.net includes an advanced evaluation module that has supported research and evaluation. With Cityspan 21st CCLC, users can automatically produce Annual Performance Review (APR) reports based on participant and service data. Community Learning Centers can also create statistical reports for presentation to funders, evaluators and others. The reports calculate average daily attendance, unduplicated participant counts, participation by service category and overall participant demographics. The system also generates enrollment lists, mail

CITYSPAN 21ST CCLC FEATURES

Track Participants and Services

Manage Staff, Agencies and Facilities

Generate the 21st CCLC APR

Collaborate Online

Evaluate Outcomes

labels, contact sheets and attendance forms that facilitate the day-to-day management of services.

Collaborate Online

Community Learning Center staff can use Cityspan 21st CCLC to work from multiple locations and across agencies. The system supports configurations that allow several agencies to serve a common group of clients, an administrative agency to monitor multiple sites, and funders to view summary statistics but not confidential client data.

Evaluate Outcomes

Cityspan 21st CCLC supports outcomes analysis by enabling web-based evaluation forms and user-defined assessment tools, and utilizing "key" fields (such as school ID and Social Security number) that link participant and service data to external sources. The system supports the 21st CCLC outcome evaluation model by capturing student grades, scores and the results of state-specific student assessments.

Consultant Fingerprint/Criminal Background Check Waiver Request

Directions

The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check through OUSD. The OUSD Administrator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require Cabinet level approval (Deputy Superintendent/Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

| | | | |
|---|---|--|------------|
| Contractor Name | Cityspan Technologies, Inc. | | |
| Originator Name | Renee McMearn, After School Programs Office | Site or Department | 922 / FSCP |
| Which sites or locations will the contractor be working at? | | | |
| TB Clearance Requirement | | | |
| <i>Proof of negative TB status is required for all consultants who will be working with OUSD students or staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one time speaker with less than 6 hours of contact with OUSD employees.</i> | | | |
| How is this contractor going to meet the TB clearance requirement? | | | |
| TB Waiver requested <input checked="" type="checkbox"/> | | Proof of TB clearance is in the contract packet <input type="checkbox"/> | |

| | |
|---|--|
| [TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.] | |
| CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c)) | |
| OUSD Representative's Name | Julia Ma Julia Ma 1/30/13 |
| | Title Coordinator, After School Prgms |
| OUSD Representative's Signature | Date 1-30-13 |

| | |
|--|-----------------------|
| Approval Cabinet Level approval required (Deputy Superintendent/Superintendent) | |
| Approver Name | Title |
| Maria Santos | Deputy Superintendent |
| Approver Signature | Date |
| Maria Santos | 2-12-2013 |
| Reason for Approval: | |

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

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

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

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor 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 | <input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year. |
| | <input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years. |
| | <input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.epls.gov/epls/search.do) |
| | <input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant). |
| | <input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured. |
| | <input checked="" type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract) |

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

Contractor Information

| | | | |
|--------------------|---|---|-------------------|
| Contractor Name | CitySpan Technologies, Inc. | Agency's Contact | Mark Min |
| OUSD Vendor ID # | V058833 | Title | CEO and President |
| Street Address | 2437 Durant Avenue, Suite 206 | City | Berkeley |
| Telephone | (510) 665-1700 | State | CA |
| | | Zip | 94704 |
| | | Email (required) | mark@cityspan.com |
| 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 | 07/01/2012 | Date work will end | 06/30/2013 | Other Expenses | \$7,000.00 |
| Pay Rate Per Hour (required) | \$ 125.00 | Number of Hours (required) | 24.00 | | |

Budget Information

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

| Resource # | Resource Name | Org Key | Object Code | Amount |
|-----------------------------------|--------------------------|------------|-------------|------------------------------|
| 4124 | 21st CCLC | 9221864401 | 5825 | \$ 1,500.00 |
| 6010 | ASES | 9221553201 | 5825 | \$ 1,500.00 |
| | | | 5825 | \$ |
| Requisition No. (required) | R0308774 <i>R0311766</i> | | | Total Contract Amount |
| | | | | \$ 3,000.00 |

Approval and Routing (in order of approval steps)

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

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

| | | | | | | |
|--|--|---|-----------------------|-----------------|----------------|-----------|
| 1. | Administrator / Manager (Originator) | Name | Julia Ma | Phone | (510) 273-1541 | |
| | Site / Department | Family, School, and Community Partnership | | Fax | 273-1551 | |
| | Signature | <i>Julia Ma</i> | | Date Approved | 1-30-13 | |
| 2. | Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Family, Schools, and Community Partnerships | | | | | |
| | <input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA) | | | | | |
| | Signature | <i>Renee McMeam</i> | | Date Approved | 1/31/13 | |
| 3. | Regional Executive Officer | | | | | |
| | <input type="checkbox"/> Services described in the scope of work align with needs of department or school site | | | | | |
| | <input type="checkbox"/> Consultant is qualified to provide services described in the scope of work | | | | | |
| 4. | Signature | | <i>Christie Hanky</i> | | Date Approved | 2/1/2013 |
| | Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000 | | | | | |
| | Signature | | <i>Maria Santos</i> | | Date Approved | 2-12-2013 |
| 5. | Superintendent, Board of Education Signature on the legal contract | | | | | |
| Legal Required if not using standard contract | | Approved | | Denied - Reason | | |
| Procurement | Date Received | | PO Number | | | |

