

Board Office Use: Legislative File Info.	
File ID Number	13-0109
Introduction Date	3/27/13
Enactment Number	13-0488
Enactment Date	3-27-13



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To The Board of Education

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

Board Meeting Date
(To be completed by Procurement) 3-27-13

Subject Professional Services Contract -
Soccer Without Borders Oakland CA (contractor, City State)
FSCP - TSF Refugee Program (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Soccer Without Borders. Services to be primarily provided to FSCP - TSF Refugee Program for the period of 10/15/2012 through 09/14/2013.

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

The OUSD has been awarded a Refugee School Impact Grant to provide supplemental services to refugee & asylee students & parents/guardians. It is intended to provide academic and socio-emotional support to new refugee/immigrant families. The intended outcomes of all activities are to connect refugee students and families to their new school and community as well as help them adjust to life and school in the USA so that they can succeed academically. The OUSD Refugee Program has successfully collaborated with SWB every year since 2008.

Discussion
One paragraph summary of the scope of work.

Ratification by the Board of Education of a Professional Services Contract between the District and Soccer Without Borders, Oakland, CA, for the latter to provide after school and weekend programming for middle school age refugee students as well as summer enrichment programming for K-12 students and their parents/guardians during summer 2013, in partnership with the OUSD Refugee & Asylee Student Assistance Program, the Transitional Students and Families Unit, and various CBOs, refugee community members will receive a stipend as assistants for the program which will focus on sports activities, English Language Development (ELD), leadership development, health, and attendance for the period of October 15, 2012 through September 14, 2013, in an amount not to exceed \$23,440.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and Soccer Without Borders. Services to be primarily provided to FSCP - TSF Refugee Program for the period of 10/15/2012 through 09/14/2013.

Fiscal Impact Funding resource name (please spell out) Refugee DELINQUENT not to exceed \$ 23,440.00

Attachments

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

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PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Soccer Without Borders (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 10/15/2012, 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 09/14/2013.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Twenty Three Thousand, Four Hundred Forty Dollars (\$23,440.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 1. Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 2. Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A which shall not exceed a total cost of \$ _____.
6. **CONTRACTOR Qualifications / Performance of Services.**

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

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

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

OUSD Representative:

Name: Barbara McClung
Site /Dept.: FSCP - TSF Refugee Program
Address: 746 Grand Avenue
Oakland, CA 94610
Phone: (510) 273-1533

CONTRACTOR:

Name: Ben Gucciardi
Title: Founding Director, Soccer Without Borders
Address: PO Box 3443
Oakland CA 94609
Phone: (510) 859-4874

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 at 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: BC

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: 10/15/2012 Work shall be completed by: 09/14/2013 Total Fee: \$ 23,440.00

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos
 President, Board of Education
 Superintendent or Designee

Secretary, Board of Education

Certified: [Signature] 4/11/13
Edgar Rakestraw, Jr., Secretary
Board of Education

CONTRACTOR

Ben mi Nov. 13, 2012
Contractor Signature Date

Ben Gucciardi Founding Director, Soccer W.
Print Name, Title

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By: [Signature]

EXHIBIT "A" Scope of Work**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

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

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

Ratification by the Board of Education of a Professional Services Contract between the District and Soccer Without Borders, Oakland, CA, for the latter to provide after school and weekend programming for middle school age refugee students as well as summer enrichment programming for K-12 students and their parents/guardians during summer 2013, in partnership with the OUSD Refugee & Asylee Student Assistance Program, the Transitional Students and Families Unit, and various CBOs, refugee community members will receive a stipend as assistants for the program which will focus on sports activities, English Language Development (ELD), leadership development, health, and attendance for the period of October 15, 2012 through September 14, 2013, in an amount not to exceed \$23,440.00.

SCOPE OF WORK

Soccer Without Borders will provide a maximum of 586.00 hours of services at a rate of \$40.00 per hour for a total not to exceed \$23,440.00. Services are anticipated to begin on 10/15/2012 and end on 09/14/2013.

- 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.

Soccer Without Borders (SWB) will be responsible for the following: (1) AFTER SCHOOL PROGRAMMING: SWB will provide youth development after school programming for refugee middle school youth two days per week throughout the school year, with additional Saturday sessions held 25 times throughout the year. The majority of the students will hail from Roosevelt Middle School, with additional students hailing from other schools. SWB will design and implement all programming and will outreach to parents and students. (2) SUMMER PROGRAMMING: SWB will deliver the 6th annual refugee community soccer camp along with the Transitional Students and Families camp during Summer 2013. SWB will plan and implement all aspects of the program, including daily health lessons on nutrition, hydration and the importance of physical activity as well as lessons on healthy choices, drills and games, training all volunteer and paid coaches, acquiring all necessary equipment and securing field space, ensuring a safe, constructive and positive learning environment for youth, and organizing the parent/guardian component which will include yoga and health programming. Because after-school and summer are both a difficult time for newly-arrived refugee youth, this program seeks to provide the following for 120+ students: constructive and safe outdoor activities, opportunities to make friendships across cultures, incentives to learn and practice English, and confidence and excitement about school. The programs regular on time attendance and will include daily discussions of the need to attend school regularly, prepared, and on time.

- 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.

Soccer Without Borders (SWB) will plan, organize and run all aspects of the after school program during the 2012-2013 academic year as well as the 1-week sports and leadership summer program for 120+ refugee/asylee youth hailing from schools across the district and their parents/guardians. SWB will plan all activities, recruit and train coaches, stipend youth leaders and community volunteers, and will outreach to students and parents/guardians regarding the program and application. SWB will provide all sports equipment, program T-shirts, daily snacks, a first aid kit, and will arrange field space and training space. During the school year, SWB will provide two days of after school programming each week, with twenty Saturday sessions, and during the summer they will provide 5 days of all-day programming for K-12 students and their parents/guardians. SWB will keep attendance, distribute bus passes, and provide all necessary paperwork as required by the Refugee School Impact Grant. This programming will emphasize attendance, leadership, physical health, and cross cultural friendships - and will also provide refugee students with positive role models, and safe outdoor activities on a regular basis.

- 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 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 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 Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

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

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

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

POLICY NUMBER: AP174966-00 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR
ORGANIZATION**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Entity listed under Certificate Holder on attached certificate of insurance

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.



SOCCER WITHOUT BORDERS

PLAYING FOR CHANGE

About Soccer Without Borders

Founded in 2006, Soccer Without Borders is a non-profit organization based in Oakland, California. Soccer Without Borders' mission is to use soccer as a vehicle for positive change, providing under-served youth a toolkit for growth, inclusion and personal success. We run year-round, youth development programs in under-served areas in the USA and abroad.

SWB In Oakland:

SWB Oakland creates positive team communities for recently arrived refugee and immigrant youth.

Harnessing the power of soccer as a universal language, the Oakland program engages newcomer, English Language Learning youth from more than 20 countries. As youth adjust to their new and often difficult circumstances, their SWB team provides an avenue for positive engagement. In a safe and supportive environment,

youth build meaningful friendships, community connections and powerful mentor/mentee relationships, which play an important role in their successful integration into their new lives in the US.



Program Description:

SWB Oakland runs four teams, serving more than 120 students throughout the year (boys U14, U16 and U19 and girls U19). Each team practices twice a week and plays games on weekends as part of the Alameda-Contra Costa Youth Soccer League. The three high-school aged teams serve students at Oakland International High School (OIHS). The U-14 boys team was born out of high demand from campers at the Oakland Refugee Community Soccer camp and extends the benefits of the program to middle-school aged refugee youth.

Where We Work



Soccer Without Borders is an internationally recognized organization that has been featured in the New York Times, ESPN, NPR and many other media outlets in 8 countries. Currently, our programs operate in the following locations:

Core Programs:

Oakland, CA, USA
Baltimore, MD, USA
Granada, Nicaragua
Kampala, Uganda

Camps:

San Jose, CA, USA
Oakland, CA, USA
Los Angeles, CA, USA
Cairo, Egypt
Santa Ana, El Salvador
Granada, Nicaragua

Seasonal Programs:

New York City, NY
Solola, Guatemala



SOCCER WITHOUT BORDERS

PLAYING FOR CHANGE

The SWB Program consists of the following **activities** that help young people come into a greater understanding of their bodies, minds, and voices:



Soccer Play and Instruction: Youth of all skill-levels have access to the equipment and coaching needed to help them pass, dribble, win, lose, learn and celebrate together in organized soccer practices and games. Youth sign participant contracts establishing standards of behavior and attendance.



Team-Building Games: Youth play games that help them connect with each-other in new ways, build trust, develop communication skills and create a safe, friendly and playful team culture.



Off Field Workshops/Lessons: Youth participate in off-field workshops that use dynamic and enjoyable mediums to explore issues and community challenges. Topics addressed include health, conflict resolution, self-expression, media literacy, and goal setting



Civic Engagement: Youth participate in service learning projects once per year that invite them to think critically about community assets and problems. Youth build leadership skills and make positive contributions to their communities.



Cultural Exchange: Youth participate in activities both on and off the field which help them learn about the diverse cultures of their teammates and coaches. Youth build cross-cultural understanding and mutual respect.



"We are like a family, it doesn't matter if we win or lose. We do our best and have fun."
-Sergio D., 17 Year Old Participant.

Pictured above as a 20 Year Old SWB Coach during Summer Camp



SOCCKER WITHOUT BORDERS

PLAYING FOR CHANGE

SWB Oakland Picture Gallery

Coach Ye-tet - A former member of the U-19 Boys Team who now coaches with SWB in summer camps and with the U-14 Boys



The U-19 Boys Team after a game, 2010



The U-19 Girls Team practicing at Oakland International High School, 2009



Members of the U-14 Team Stretching at Practice, 2011

Team Cheer, 2008



SOCCER WITHOUT BORDERS

PLAYING FOR CHANGE

SWB Oakland Partners & Sponsors

Program Partners

Oakland International High School
Oakland Unified School District Transitional
Students and Families Unit
The International Rescue Committee
Refugee Transitions
Albany Berkeley Soccer Club
Team Up For Youth

Equipment Donors

Albuquerque United
Cal State Stanislaus
Catalyst Soccer Club
Colorado College
Dartmouth College
F.C. Lehigh
Lehigh University
Manhattan Soccer Club
Marin F.C.
Penn State University
Skidmore College
UC Santa Cruz
University of Rhode Island
Washington Premier S.C.
Western United F.C.

Funding Partners

Oakland Fund For Children and Youth,
(Oakland, CA)
Oakland Unified School District, (Oakland, CA)
Americorps, (Washington, D.C.)
U.S. State Department, (Washington, D.C.)
Soccer Silicon Valley Community Foundation,
(San Jose, CA)

Corporate Sponsors

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Soccer Without Borders would like to thank all of our partners and sponsors that make our work possible



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/3/2012

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

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


PRODUCER Calender-Robinson Company, Inc. FB0267063 300 Montgomery St., Suite 888 San Francisco CA 94104	CONTACT NAME: Katherine Berkman	
	PHONE (A/C, No. Ext.): (415) 978-3800	FAX (A/C, No.): (415) 978-3825
E-MAIL ADDRESS: kberkman@calrob.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Riverport Insurance Company		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL1212606775 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			AP155811-00	1/26/2012	1/26/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP 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"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is included as additional insured as per the attached endorsement

CERTIFICATE HOLDER Oakland Unified School District, its board, officers, & employees Attn: Lauren Markham 900 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER: AP155811-00

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Oakland Unified School District, its board, officers & employees

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Search Results

Current Search Terms: soccer* without* borders*

Your search for "Soccer* Without* Borders*" returned the following results...

Entity	SOCCER WITHOUT BORDERS	Status: Active 
DUNS: 940817328	CAGE Code: 6NB73	View Details
Has Active Exclusion?: No	DoDAAC:	

SAM | System for Award Management 1.0

IBM v1.610.20130129-1039

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



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

- For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.epls.gov/epls/search.do>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
- 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) phyllis.copes@ousd.k12.ca.us

Contractor Information

Contractor Name	Soccer Without Borders	Agency's Contact	Ben Gucciardi		
OUSD Vendor ID #	V057591	Title	Director		
Street Address	PO Box 3443	City	Oakland	State	CA Zip 94609
Telephone	(510) 859-4874	Email (required)	ben@soccerwithoutborders.org		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	10/15/2012	Date work will end	09/14/2013	Other Expenses	\$ 0.00
Pay Rate Per Hour (required)	\$ 40.00	Number of Hours (required)	586.00		

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	
4216	Refugee	9221205202	5825	\$ 18,440.00	
3010	DELINQUENT	9224750204	5825	\$ 5,000.00	
			5825	\$	
Requisition No. (required)	R0308924 <u>120913813</u>			Total Contract Amount	\$ 23,440.00

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	Barbara McClung	Phone	(510) 273-1533
	Site / Department	FSCP - TSF Refugee Program		Fax	
	Signature			Date Approved	
2.	Resource Manager, if using funds managed by: <input checked="" 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	<u>Barbara McClung</u>	Date Approved	2/1/13	
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				
Signature	<u>Curtis Janky</u>	Date Approved	2/1/2013		
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
	Signature	<u>Maria Santon</u>	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	Date	
Procurement	Date Received		PO Number	P1306376 / P1306377	

