Board Office Use: Le	gislative File Info.
File ID Number	13-1133
Introduction Date	6/12/13
Enactment Number	13-6993
Enactment Date	6/12/13 0



# Memo

То	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)						
Subject	Professional Services Contract - Youth Uprising Oakland Ca (contractor, City State) Castlemont High School (site/department)					
Action Requested	Approval of a professional services contract between Oakland Unified School  District and Youth Uprising Services to  be primarily provided to Castlemont High School for the period of  02/01/2013					
Background A one paragraph explanation of why the consultant's services are needed.	Castlemont, in partnership with Youth Uprising, seeks to provide an alternative intervention for inappropriate student behavior that reduces out of school suspensions (OSS), which deny students instruction, exarcebate the drop-out risk of affected students, and leave students unsupervised in the community during school hours. Development of an ISS Program will provide students with the opportunity to continue their regularly assigned academic work, receive counseling regarding the behavior which led to suspension, and to receive a punitive yet constructive consequence for inappropriate behavior. An effective program teaches appropriate behavior, changes unwanted behavior, and includes the following components: (continues next pg)					
Discussion One paragraph summary of the scope of work.	A contract for services between Castlemont High School and Youth Uprising from Oakland, CA, for the later to provide In School Suspension (ISS) Program. The ISS program will include: Core content using coursework provide by teachers One-on-one support to students to complete assigned coursework activites Provide intervention for non-compliant students (see full scope of work enclosed) through the period Feb 1, 2013 through June 15, 2013, in an amount not to exceed \$12,500.00					
Recommendation	Approval of professional services contract between Oakland Unified School  District and Youth Uprising . Services to be primarily provided to Castlemont High School for the period of 02/01/2013 through 06/15/2013 .					
Fiscal Impact	Funding resource name (please spell out) Title I  not to exceed \$ 12,500.00					
Attachments	<ul> <li>Professional Services Contract including scope of work</li> <li>Fingerprint/Background Check Certification</li> <li>Commercial General Liability Insurance Certification</li> <li>TB screening documentation</li> <li>Statement of qualifications</li> </ul>					

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# **PROFESSIONAL SERVICES CONTRACT 2012-2013**

(C) fina to	is Agreement is entered into between the Oakland Unified School District (OUSD) and Youth Uprising.  ONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in ancial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competen perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The refies 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 <u>02/01/2013</u> , or the day immediately following approval by the Superintenden 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 <u>06/15/2013</u> .
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed <a href="Twelve thousdand five hundred 00/100">Twelve thousdand five hundred 00/100</a> Dollars (\$12,500,00). 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 fo OUSD, except as follows: none
	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 the 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:  1. 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.

- 2. Agencies or organizations:
  - III Insurance Certificates and Endorsements Workers' Compensation insurance in compliance with section 9 herein.

Insurance Certificates and Endorsements – General Liability 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: none which shall not exceed a total cost of \$ 0.00 .
- 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: CONTRACTOR: Name: John Lynch Name: Ali Knight Site /Dept.: Castlemont High School Title: Chief of Programs Address: 8601 MacArthur Blvd Address: 8711 MacArthur Blvd. Oakland, CA 94605 Oakland Ca 94605 Phone: 639-1466 Phone: (510) 777-9949

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.
- 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.

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**Professional Services Contract** 

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

Contractor initial:

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

- 20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 21. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  - 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

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#### **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/epls/search.do)

Anticipated start date: 02/01/2013 Work shall be completed by: 06/15/2013 Total Fee: \$12,500.00

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education
Superintendent or Designee

Ali Knight
Print Name, Title

File ID Number: 3-133
Introduction Date: 6|2|3
Enactment Number: 13-0993
Enactment Date: 6|12|3

Page 4 of 6

Summary of terms and compensation:

# **EXHIBIT "A" Scope of Work**

# DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is <u>not</u> 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 <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

A contract for services between Castlemont High School and Youth Uprising from Oakland, CA, for the later to provide In School Suspension (ISS) Program. The ISS program will include:

Core content using coursework provide by teachers

One-on-one support to students to complete assigned coursework activites

Provide intervention for non-compliant students

(see full scope of work enclosed)

through the period Feb 1, 2013 through June 15, 2013, in an amount not to exceed \$12,500.00

	SCOPE OF WORK
Yo	uth Uprising will provide a maximum of 312.50 hours of services at a rate of \$40.00 per hour for
tota	al not to exceed \$12,500.00 Services are anticipated to begin on 02/01/2013 and end on 06/15/2013
1.	<b>Description of Services to be Provided:</b> Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what <i>this</i> Contractor will do.
	Deliver core content using coursework provided by teachers; provide skill building, e.g. CAHSEE Prep, Study Skills.  Provide one-on-one support to students to complete assigned coursework.  Facilitate Life Skills/Self Reflection activities.  Provide intervention for non-compliant students.  Enters attendance daily for students attending ISS.
	Receives referrals; gathers work from teachers; provides technical support.
2.	<b>Specific Outcomes:</b> What are the expected outcomes from the services of this Contract? Be specific. For example, as 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.
	The goals of the Castlemont and YU In-School Suspension (ISS) Program are as follows:  1. To reduce Out Of School Suspensions (OSS);  2. To hold students accountable for inappropriate behavior;  3. To ensure students receive continued academic instruction, with support;  4. To provide opportunities for student self-reflection and rehabilitation.
	Target Population Students are referred to ISS as an alternative for offenses that would normally warrant OSS. Students are (see enclosed additional information)
3.	Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:  (Check all that apply.)  ✓ Ensure a high quality instructional core  ✓ Prepare students for success in college and careers  ✓ Develop social, emotional and physical health ✓ Safe, healthy and supportive schools  ✓ Create equitable opportunities for learning ✓ Accountable for quality  ✓ High quality and effective instruction  ✓ Full service community district

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#### **Professional Services Contract**

# 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.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MNUDD/YYYY) 5/9/2012

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(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

tl	ne terms and conditions of the policy ertificate holder in lieu of such endor	, cer	tain ent/s	policies may require an e	ndorse	ement. A sta	tement on th	is certificate does not c	onfer	rights to the
	DUCER	2011	oriefe	7,	CONT	CT Paul W	hite			
Property & Casualty East Bay Branch			CONTACT Paul White							
Vantage Insurance Services		PHONE (AIC No. Ext): (510) 595-0904 FAX (AIC No. Ext): (510) 522-1906  E-MAIL ADDRESS: paulw@vantagebss.com								
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	ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PER!	AIN.	THE INSURANCE AFFORD	FD RY	THE POLICIE	S DESCRIBE	HEREIN IS SUBJECT TO	ALL T	THE TERMS,
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A	GENERAL LIABILITY	INSR	WVD	POLICY NUMBER	-	(MINI/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITE		
-	* COMMERCIAL GENERAL LIABILITY			PHPK85349		05/11/2012	05/11/2013	DAMAGE TO RENTED	\$	1,000,000
	CLAIMS-MADE X OCCUR								\$	5,000
	X Professional Liability			PHPK854349		05/11/2012		PERSONAL & ADV INJURY	\$	1,000,000
	X Employee Dishonesty			PHPR854349		05/11/2012	05/11/2013	GENERAL AGGREGATE	\$	3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMPIOP AGG	\$	3,000,000
	X POLICY PRO- JECT LOC								\$	50,000
A	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Es accident)	\$	1,000,000
	* ANY AUTO			PHPK854349		05/11/2012	05/11/2013	BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS NON-OWNED								\$	
	HIRED AUTOS NON-OWNED							PROPERTY DAMAGE (Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION\$	- 11							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATU- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A							\$	
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
A	Directors & Officers									
	Liability			PHDS727349		05/11/2012	05/11/2013	\$1,000,000/\$2,000,000		
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (	Attach	ACORD 101, Additional Remarks 8	Schedule	, if more space is	s required)			
	Additional Insured, see I									
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					SHO	ULD ANY OF 1	THE ABOVE D	ESCRIBED POLICIES BE CA	NCELL	ED BEFORE
					THE	EXPIRATION	DATE THE	REOF, NOTICE WILL BI	E DEL	IVERED IN
	land United School Dist	ric	t		ACC	ORDANCE WI	TH THE POLIC	Y PROVISIONS.		
	1025 Second Street Dakland, CA 94606-2212			AHTUO	DITED DESSESSES	NTA TIME				
Dak				AUTHORIZED REPRESENTATIVE						
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ACORD 25 (2010/05)

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POLICY NUMBER: PHPK85349 COMMERCIAL GENERAL LIABILITY

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

# **Oakland United School District**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

WHO IS AN INSURED (Section II is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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NSURED	TOUTH UPRISING				ENERAL INSURANCE COMPANY	14.00
	8711 MACARTHUR		INSURER B			
	OAKLAND, CA 946	05	INSURER C			1
	510-777-9909		INSURER D			3
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# CASTLEMONT HIGH SCHOOL

In School Suspension (ISS) Program

# Introduction

Castlemont, in partnership with Youth Uprising, seeks to provide an alternative intervention for inappropriate student behavior that reduces out of school suspensions (OSS), which deny students instruction, exacerbate the drop-out risk of affected students, and leave students unsupervised in the community during the school day. Development of an ISS Program will provide students with the opportunity to continue their regularly assigned academic work, receive counseling regarding the behavior which led to suspension, and to receive a punitive yet constructive consequence for inappropriate behavior. An effective program teaches appropriate behavior, changes unwanted behavior, and includes the following components:

- Academic Instruction and Support
- Behavior Assessment and Rehabilitation
- Constructive Supervision
- Follow-Up
- Parent Involvement
- Evaluation to Assess ISS Effectiveness

# **Program Goals**

The goals of the CHS/YU In-School Suspension (ISS) Program are as follows:

- 1. To reduce Out Of School Suspensions (OSS);
- 2. To hold students accountable for inappropriate behavior;
- 3. To ensure students receive continued academic instruction, with support;
- 4. To provide opportunities for student self-reflection and rehabilitation.

# **Target Population**

Students are referred to ISS as an alternative for offenses that would normally warrant OSS. Students are not referred for minor classroom offenses.

# **Program Structure**

# Staff

Role	Who	Duties
**Certificated Teachers	T. Omatete	Deliver direct services and
(2)	L. Paris	academic intervention that supports
		academic improvement in core
		curriculum to students that have
		been referred to ISS. ISS teachers
		supervise students comply with
		coursework provided by teachers;
		e.g. CAHSEE Prep, Study Skills.

Academic Tutors (2)	TBD	Provide one-on-one support to students to complete assigned coursework.
Counseling Staff	RJOY Coordinator YU Case Managers YU Career Coaches	Facilitate Life Skills/Self Reflection activities.
Intervention Staff	180 Degrees Mentor AmeriCorps Mentor	Provide intervention for non- compliant students who have been referred to ISS
**ISS Attendance Clerk	N. Ospina	** Manages attendance log for students attending ISS.
ISS Coordinator	M. Scott (Interim)	Gathers work from teachers; provides technical support.

*Schedule:* Beginning early Spring Semester 2013, ISS will occur from 8:25am to 3:25pm, mirroring the regular school day, according to the following schedule:

Time Program Component		Description	Facilitators
<b>8:25 – 9:00</b> (8:25 – 9:00)*	Restorative Check-In Circle	Students will have a morning check-in circle daily to establish the tone for the day, and to allow students to reflect verbally on the behavior that led to ISS.	K. Bryant N. Eason
<b>9:00 – 11:00</b> (9:00 – 10:30)	-11:00 Core Students come with work from their		Certificated Teachers (Rotating: Omatete, Laurie, Add'l.)
11:00 – 12:30 (10:30 – 11:30) Life Skills/Self Reflection		Students will reflect in writing on the behavior which led to suspension. With an emphasis on restorative practices, staff will engage students in reflective thinking and activities designed to identify root causes of the behavior and alternative strategies for resolving similar issues in the future.	RJOY Coordinator, YU Case Managers, YU Career Coaches (K. Bryant, C. Oakes, N. Eason)
		Students eat bag lunch, provided by the school cafeteria, on site at ISS.	Staff
1:00 – 2:30 (Noon – 12:50)	1:00 – 2:30 Core Students continue to work on assignments		Certificated Teacher YU Education Staff (Rotating: Omatete, Laurie, Add'l.)
<b>2:30 – 3:25</b> (12:50 – 1:20)	Community Service	Students complete a mandated community service project, e.g. campus beautification, office support, or other appropriate tasks.	180 Degrees, AmeriCorps, BUILDOn, Youth Together

<sup>\*(</sup>Times in parentheses represent the Wednesday schedule.)

\*\*Attendance: Students assigned to ISS report directly to ISS at 8:25 on their first day of suspension. Log of students referred to ISS information is provided to the ISS Attendance Clerk at the end of each day of ISS to ensure attendance logs are accurately maintained.

**Physical Space:** ISS will be located in (TBD, P-3, P-4, or YU). The ISS room will be furnished with individual desks, rather than tables, to minimize socializing among students assigned to ISS, and to create a highly structured environment. Wall postings should be minimal, reflecting primarily the Castle Core Values, and other positive messages. The following instructional materials and supplies should be maintained in the ISS room at all times:

- Textbooks (3) for EACH subject offered at CHS
- Lined Paper, Pencils, Pens, Highlighters, Markers, Post-Its
- Dictionaries, Thesauruses
- Writing Rubric, Writing Scaffolds
- Self-Reflection Forms
- Computers (3-4, used exclusively to complete assigned coursework).

*Lunch:* Students will eat bag lunches in ISS. The ISS Coordinator will provide a daily request for bag lunches to the Cafeteria Manager. Lunches will be delivered to the ISS Room.

**Expectations:** ISS rules mirror those of the school, and students are expected to adhere to the same behavior expectations, including the tardy policy. ISS staff will follow the procedure outlined below for students who are non-compliant in ISS:

- 1. Firm warning of additional consequences if misbehavior continues.
- 2. Hallway Talk to remind students of expected behavior.
- 3. Request support from Case Managers or other intervention staff.
- 4. Final warning of potential OSS if misbehavior continues.
- 5. Parent phone call to request support in bringing about compliant behavior.
- 6. Referral to administration for potential OSS.

**Referrals:** In order to ensure that students are appropriately referred to ISS, staff must receive clear guidelines for referrals, specifically stating the offenses which warrant an ISS referral. Referrals to ISS are made by administrators only, after ensuring that other means of correcting have been attempted and proven ineffective. To maintain an effective adult to student ratio, no more than 12 students at a time should be assigned to ISS. The referral process adheres to the following steps:

- Step 1: Student is referred to an administrator for behavior infraction.
- Step 2: Administrator reviews student's discipline history and interventions.
- Step 3: Administrator contacts parent to discuss student's behavior and intervention options.
- Step 4: Administrator completes ISS Referral Form via Google Doc

- Step 5: ISS Coordinator retrieves referrals from Google Doc, and provides a list of assigned students daily to ISS Teacher. (Google Doc is also accessible to Teacher.)
- Step 5: Student's teachers are informed by administrator of ISS referral and requested to provide assignments for the duration of the student's stay in ISS.
- Step 6: Teachers provide assignments and ISS Assignment Form to ISS Coordinator.

**Re-Integration:** Following a students' stay in ISS, all completed assignments are returned by the student to the student's teachers. The student returns to his regularly scheduled classes. If Program Staff determines that students need additional services to support successful reintegration, Staff will do one of the following:

- a) For urgent issues, forward a Reintegration Referral to the appropriate RJOY Dean, who will conduct a reintegration conference with the student and his caregivers, as appropriate, prior to his return to class;
- b) For non urgent issues, complete a Universal Referral or CARE Referral as appropriate, and forward it to the Community Schools Director, immediately following the student's release from ISS to ensure timely intervention.

# Budget

BUDGET ITEM	COST	FUNDING SOURCE	
Certificated Teacher (2)	20K Each (\$40/hour) = 40K	Youth Uprising (1)	
		Castlemont (1 @ 10K)	
Academic Tutors (2)	5K Each (\$20/hour) = 10K	Youth Uprising (1)	
		Castlemont (1 @ 2.5K)	
	IN-KIND SUPPORT		
Counseling Staff	Youth Uprising		
Intervention Staff	180 Degrees Mentoring		
		AmeriCorps Mentoring	
ISS Attendance Clerk		Castlemont	
ISS Coordinator		Castlemont/Youth Uprising	

# Follow-Up and Evaluation

In order to ensure ISS is effective in changing students' unwanted behavior, a system for evaluating the program must be in place. The following data points and key questions related to ISS should be considered:

Data Points	Key Questions						
Academics	<ul> <li>To what degree are students completing assigned class work?</li> </ul>						
	Are academic support staff's skills aligned with student						
	academic needs?						

Rehabilitation	<ul> <li>Are students consistently given opportunities for deep self-reflection?</li> <li>Are students provided with specific strategies to avoid inappropriate behavior?</li> </ul>					
Discipline	<ul> <li>What is the recidivism rate for ISS students?</li> <li>Following ISS, is there an increase/decrease in referrals for similar offenses?</li> </ul>					
Demographics	<ul> <li>Are referrals to ISS demographically proportionate to the school's population?</li> </ul>					
Structure • Is the referral process organized and efficient?						

Data should be collected and evaluated by administration and the ISS team at the end of each marking period to determine whether modifications to the program structure are necessary. Doing so will ensure the ISS Program meets the identified goals of the program.

SUPPORT YOUTH UPRISING

MAKE A DONATION

HOME

ABOUT US

**PROGRAMS** 

IMPACT **ISSUES & RESPONSES**  **GET INVOLVED** 

MEMBERSHIP

2011 IMPACT

VISUALS

CONTACT

**OUR VIDEOS** 

# HIRE YOUTH SERVICES

YU Count

YU Create

YU Work

Corner's Cafe

YOUTH PLACED IN JOBS

Welcome

YU EXCEL

Youth UpRising (YU) is a 25,000 sq. ft., state-of-the-art transformation center in the heart of East Oakland dedicated to community transformation powered by the leadership of youth. We achieve this mission through a three-pronged approach:

- 1. Personal Transformation which is supported by programs that focus on addressing the critical needs of young people, including education and career advising, health and wellness services, case management and culturally relevant programming that encourage creativity and civic engagement.
- 2. Systems Change which is attained by involvement in the development of policy work that effects change in the distribution of resources and service delivery approach for programs that affect youth and their communities.
- 3. Community Economic Development which is driven by directing the flow of private and public capital towards creating community assets and wealth; and increasing long-term labor force attachment by building education, workforce development, and job creation strategies that align with market trends.

In 2011, 1,900 unduplicated youth participated in YU's programs. Survey results found:

65% reported that YU provided them with consistent guidance and emotional support;

77% developed long-term plans related to career/education;

82% started using non-violent methods to resolve conflicts and disagreements.

YU in the News

03.20.2013

YU Spring 2013 Newsletter Youth UpRising

01.21.2013

In Honor of Obama Inauguration, Spoken Word Artist Conjures Power of 'Change

01,21,2013

Obama's Black America

Support Youth Uprising

**Upcoming Events** 

Join Our Newsletter

# **Our Programs**



CAREER & EDUCATION



HEALTH & WELLNESS

Impact



ARTS & EXPRESSION



CIVIC ENGAGEMENT

About us

Programs

Issues & Responses Get Involved

Membership

® 2010-2011 Youth Uprising. 8711 MacArthur Blvd. Oakland. CA. 94605. (P)510.777.9909 (F)510.777.9949

Powered by NonProfitEasy™ Works best with the following Browsers: IE 7 and later, Mozilla Firefox 3.x, Safari 4.0 and later, Chrome 10.0. Please switch to any other new generation browser. Click here to download. STABLE ACTOR ACTOR AGE GMY6
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# **Entity Overview**

Entity Information

Name: YOUTH UPRISING
Business Type: Business or Organization
POC Name: None Specified
Registration Status: Active
Expiration Date:06/18/2013

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

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

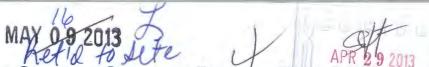
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Autolitica	a laliana di			Directi				75			
Additional directions and related documents are in the School Operations Library (http://infranet.ousd.k12.ca.us)											
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.  1. Contractor and OUSD contract originator (principal or manager) reach gareement about scape of work and compensation											
<ol> <li>Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.</li> <li>Ensure contractor meets the <u>consultant requirements</u> (including The Excluded Party List, Insurance and HRSS Consultant Verification)</li> </ol>											
3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments											
<ol> <li>Contractor and OUSD contract originator complete the contract packet together and attach required attachments.</li> <li>Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement.</li> <li>Attachment</li></ol>											
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 ( <a href="https://www.epls.gov/epls/search.do">https://www.epls.gov/epls/search.do</a> 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 Agrued.  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)  OUSD Staff Contact Emails about this contract should be sent to: (required)  OUSD Staff Contact Emails about this contract should be sent to: (required)											
			Contract	or Infor	mation						
Contractor Name Youth Uprising					Agency's Contact Ali Knight						
OUSD Vendor ID#						Title Chief of Programs					
Street Address	* 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	acArthur Blvd.		City	Oakland	t		State	Ca	Zip	94605
Telephone	elephone (510) 777-9949					Email (required)   Ihaynes@youthuprising.org					
Contractor History Previously been an OUSD contractor? [					■ Yes □ No Worked as an OUSD employee? □ Yes ■ No						
	Co	mpensation and	Terms – Must	be with	nin the C	DUSD E	Billing	Guidelines	5		
Anticipated start date		02/01/2013	Date work will e	end	06/15/2013		Other Expenses			\$0.00	
Pay Rate Per Hour (re	equired)	\$40.00	Number of Hou	IS (required	d)	312.50					***

	If you	are planning to mult	ti-fund a co		Budget Infor ands, please co		and F	ederal Offic	e <u>before</u> comple	eting requisition.		
R	Resource # Resource Name			Org Key					Object Code	Amount		
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				Approval and F	Routing (in or	der of appr	oval s	teps)				
Ser	_			services were	not provided be	efore a PO wa	s issue	d.		ns that to your knowledge s.gov/epls/search.do)		
	Administra	Administrator / Manager (Originator) Name John Lynch						Phone	639-1466			
1.	Site / Department Castlemont High School							Fax	639-4506			
	Signature Signature						Date /	Approved	1			
		Resource Manager, if using funds managed by: State and Federal Quality, Community, School Development Family, Schools, and Community Partnerships										
2.	Scope of work indicates compliant use of restricted resource and is in alignment with sci						chool s	nool site plan (SPSA)				
	Signature SWW and and						Date Approved 5 / 15 / 13					
	Signature (if using multiple restricted resources)						Date Approved					
	Regional Executive Officer									Anne Anne Anne Anne Anne Anne Anne Anne		
3.	Services described in the scope of work align with needs of department or school site  Consultant is qualified to provide services described in the scope of work											
	Signature Mison L. Milonweld						Date Approved 5-20-13			20-13		
4.	Deputy Su	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under ☐, Over ☐\$50,000										
4.	Signature Maria Santos					Date Approved 5-30-2013			013			
5.	Superinter	ndent, Board of Ed	lucation S	ignature on the leg	gal contract							
Legal Required if not using standard contract						Denied - R	eason	Date				
Ргос	urement	Date Received	/			PO Numbe	r					
		/							_			



