

Board Office Use: Legislative File Info.	
File ID Number	14-2370
Introduction Date	4/22/15
Enactment Number	15-0548
Enactment Date	4/22/15



Memo

To Board of Education

From Antwan Wilson, Superintendent

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

Subject Professional Services Contract - East Bay Agency for Children
- 107/East Oakland Pride (site/department)

Action Requested Approval of professional services contract between Oakland Unified School District and East Bay Agency for Children. Services to be primarily provided to 107/East Oakland Pride for the period of 11/17/2014 through 06/30/2015.

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

East Bay Agency for Children will hire a full-time bilingual AmeriCorps member to provide support by tutoring identified students performing below proficient in small groups in the classroom for grades Kindergarten through 2nd Grade. AmeriCorps member will support the ELL school day teachers by leading student groups through 1-2 phonics centers per class. Member will also support the ELL teachers in providing the much needed small group or individualized support that the ELL students may need throughout the school year. During after school hours, member will specifically support the kindergarten students. These students tend to be mostly Spanish speaking and therefore need the extra support of a bilingual instructor. Member will support the Kindergarten after school students in both academics as well as engaging them in enrichment activities.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Professional Services Contract between the District and East Bay Agency for Children, Oakland, CA, for the latter to provide a bilingual AmeriCorps member to extend learning opportunities by tutoring identified students performing below proficient in small groups in order to increase student performance for the period of November 17, 2014 through June 11, 2015, in an amount not to exceed \$14,000.00.

Recommendation Approval of professional services contract between Oakland Unified School District and East Bay Agency for Children. Services to be primarily provided to 107/East Oakland Pride for the period of 11/17/2014 through 06/30/2015.

Fiscal Impact Funding resource name (please spell out) Title I
not to exceed \$ 14,000.00

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

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PROFESSIONAL SERVICES CONTRACT 2014-2015

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

1. **Services:** 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 11/17/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than 06/30/2015.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Fourteen Thousand Dollars (\$ 14,000.00) [per fiscal year], at an hourly billing rate not to exceed _____ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

4. **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 _____.

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

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

6. **Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
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: Jacqueline Perl
Site /Dept.: 107/East Oakland Pride
Address: 8000 Birch Street
Oakland, CA 94621
Phone: (510) 636-8217
Email: Jacqueline.Pperl@ousd.k12.ca.us

CONTRACTOR:

Name: Josh Leonard
Title: Executive Director
Address: 202 Van Buren Avenue
Oakland CA 94610
Phone: (510) 268-3770 Ext. 110
Email: Josh.Lleonard@ebac.org

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

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

9. **Insurance:**

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

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

Check one of the boxes below:

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

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

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

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

OR

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

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

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

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

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

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

Professional Services Contract

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

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

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

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

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

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

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

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

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

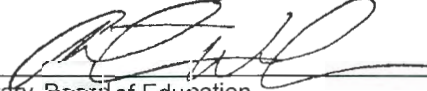
- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

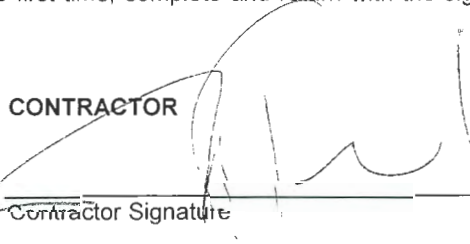
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it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

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

OAKLAND UNIFIED SCHOOL DISTRICT


President, Board of Education
 Superintendent or Designee


Secretary, Board of Education

CONTRACTOR

Contractor Signature

Josh Leonard Executive Director
Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY


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By: 

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

East Bay Agency for Children will hire a full time AmeriCorps member for the 2014-2015 school year. The AmeriCorps member will provide support to enhance academic activities by tutoring identified students performing below proficient in small groups in the classroom for grades Kindergarten through 2nd Grade. AmeriCorps member will support the ELL school day teachers by leading student groups through 1-2 phonics centers per class. Member will also support the ELL teachers in providing the much needed small group or individualized support that the ELL students may need throughout the school year. During after school hours, member will specifically support the kindergarten students.

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.

- (1) With the increased support, increase the English and Spanish Language development of K-2 students.
- (2) Increase the English and Spanish Language development of K-2 students enrolled in the After School Program.

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 type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input checked="" type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

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

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: _____
- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 1. Relevant page of CSSSP with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the CSSSP modification was approved.
 3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the CSSSP modification was approved.



CERTIFICATE OF LIABILITY INSURANCE

EASTBA1

OP ID: NW

DATE (MM/DD/YYYY)

11/30/2014

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 Cook, Disharoon & Greathouse 1900 Embarcadero #206 Oakland, CA 94606-5231 David D. DeMeter	CONTACT NAME: Noah Whitfield PHONE (A/C, No, Ext): 510-437-1900 E-MAIL ADDRESS: nwhitfield@cdginsurance.com FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits Insurance Alliance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED East Bay Agency for Children Attn: Debbie Christou 303 Van Buren Avenue Oakland, CA 94610	

COVERAGES**CERTIFICATE NUMBER:****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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Loc Gen Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		201408866NPO	11/14/2014	11/14/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" 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			201408866NPO	11/14/2014	11/14/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$10,00			201408866UMBPO	11/14/2014	11/14/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			20140886NPO	11/14/2014	11/14/2015	Claim/Agg \$1M/\$3M
A	Sexual Misconduct			20140886NPO	11/14/2014	11/14/2015	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified
 School District
 ATTN: Risk Management
 900 High Street
 Oakland, CA 94601

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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NOTEPAD:

HOLDER CODE
INSURED'S NAME East Bay Agency for Children

EASTBA1
OP ID: NW

PAGE 2
Date 11/30/2014

Oakland Unified School District is an Additional Insured under General Liability, per endorsement #CG2026 07/04 attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

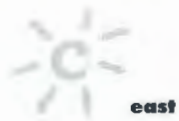
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p> <p>Oakland Unified School District</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.



east

Building Brighter Futures and Stronger Communities



east bay agency for children

303 Van Buren Ave

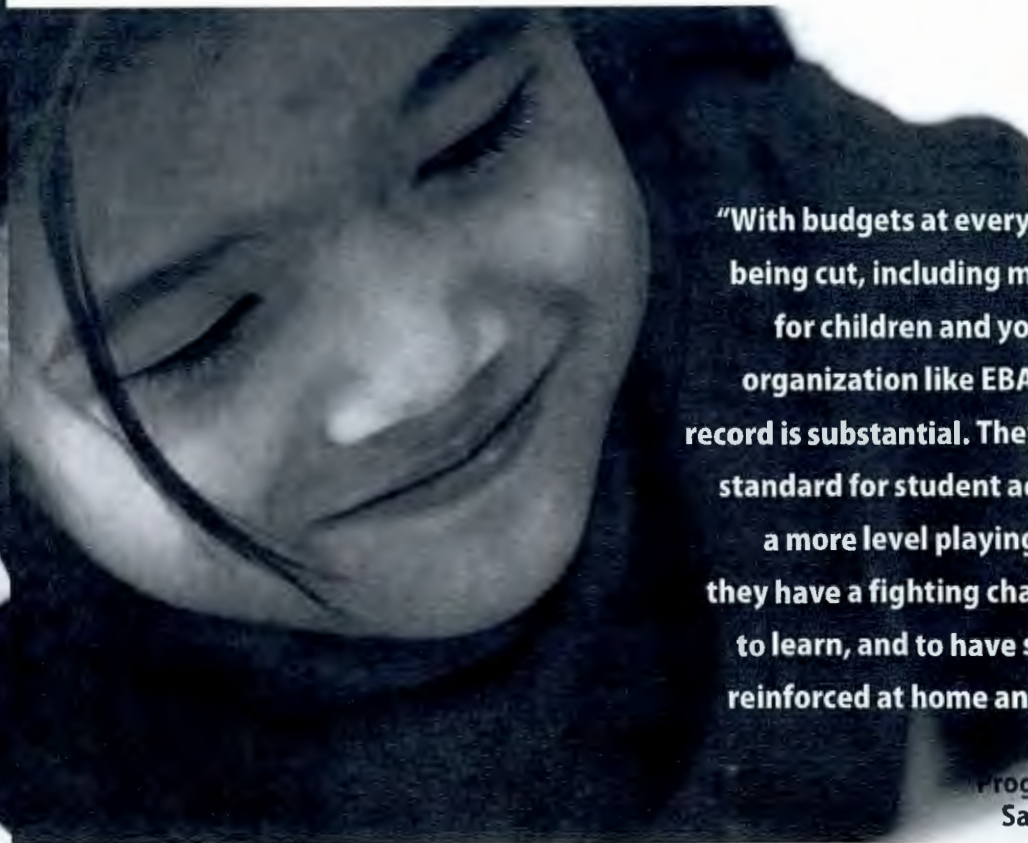
Oakland, CA 94610

510.268.3770

Life is stressful for children today. They can't learn when distracted by emotional, behavioral, and academic challenges they are ill-equipped to handle or when their families struggle to provide food, shelter and medical care for them.

With your help, East Bay Agency for Children strengthens children by empowering students in school and in life and by providing the services and tools they need for their children's education.

While East Bay Agency for Children provides intervention and support programs for over 20,000 families annually, your support helps more at-risk children and



"With budgets at every level being cut, including mine, the support for children and youth programs by your organization like EBA is a record is substantial. They are a standard for student achievement on a more level playing field. They have a fighting chance to learn, and to have success reinforced at home and



east bay agency for children

Prog
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Counseling

Health counseling at over 100 elementary schools in Alameda County. East Bay Agency for Children helps children develop the skills they need to succeed academically and behaviorally. We help them to reach their full potential.

Support Services

At East Bay Agency for Children, we provide intensive support to students who are struggling academically and behaviorally. We help them to reach their full potential.



Student and Community Family Support Services

East Bay Agency for Children assists families to obtain the critical community, social, and health services they need to flourish. We teach families the skills necessary to support their children's education. Our after school programs give children the extra academic help needed to succeed, and teens exiting the juvenile justice system receive vital counseling and guidance to help them complete school, build healthy relationships and find gainful employment.

Child Assault Prevention

East Bay Agency for Children teaches children and youth how to reduce their vulnerability to abuse and assault, provides counseling services to those who have been victimized, and trains parents and other adults to build communities where positive, long-term relationships between children and adults grow and flourish.

Grief and Illness Support Services

East Bay Agency for Children helps vulnerable children and hurting families cope with a life-threatening illness, loss, bereavement, or trauma through our peer support groups, crisis intervention services, and home-based counseling.

\$1 Investment Becomes \$28 in Savings

According to the National Academy of Science, every dollar spent on prevention of mental illness among kids may be paid back as much as 28 times over the course of a lifetime in disability benefits never claimed, adult psychiatric care never needed and, in some cases, crimes never committed.

Take the First Step to Empower a Child Today!

At www.EBAC.org you can make a financial donation to expand our proven services, sign-up to volunteer your time and talents, or discover other ways you can help build brighter futures and stronger communities.

East Bay Agency for Children
Administrative Office:
303 Van Buren Ave
Oakland, CA 94610
510-268-3770 x 118
info@ebac.org

www.EBAC.org

"EBAC provides a safety net for the students who are most at risk of failure, catching kids who typically fall through the cracks. EBAC is very good at addressing whatever is distressing them and looking at how those stressors affect their ability to succeed in school."

Barbara McClung
Program Manager Integrated Student Support Services
Oakland Unified School District





Community Schools Strategic Site Plan
Single Plan for Student Achievement

School: East Oakland PRIDE

0115600

School Year: 2014-2015

School Quality Indicator 1: Quality Learning Experiences for All Students

Strategic Priority E. Accelerating Students through Targeted Approaches* (Collaborative Teacher Inquiry/African American Male Achievement/Academic Language & Literacy/Focal 15/English Learners/Students with Disabilities/GATE)

School: East Oakland PRIDE

Principal: CAROL JOHNSON

From OUSD Strategic Plan:

We need to close the achievement gap through targeted approaches, focusing on literacy development, African American Male Achievement, targeted inquiry, English Language Learners, Students with Disabilities, and Programs for Exceptional Children. The patterns of academic performance we see in our district, schools, and classrooms are evidence of a system that is horribly inadequate. We need to differentiate supports and strategies in order to accelerate achievement and address the disparities in educational and social outcomes for populations of students.

School Quality Standards relevant to this Strategic Priority

A quality school...

- provides academic intervention and broader enrichment supports before, during, and after school (Standard 1.8)

2012-13 Summative Data and 2013-14 Progress Monitoring Data

- More students especially African Americans were referred to COST and some are receiving services from counseling, shelter, transport and extended dy tutoring. Some students were found eligible to receive services through special education.
- Teachers have had data conferences one to one or as a PLC to study the data and collaborate on strategies to service the focal groups.

2012-13 Summative Data Analysis and 2013-14 Progress Monitoring Data Analysis

- 100% staff have undertaken both RALLI lesson design and delivery. ADEPT data was analyzed schoolwide culminating with regrouping of students in both ELD and AED to reflect functional levels approaching fluency in expressive and receptive tasks.
- CELDT & ADEPT 40% flat in level 3 across grades that need to move at least by 1 level. 15 stds. reclassified in 2013-14: Grade 3-3 stds. Grade 4- 6 stds. Grade 5- 6 stds. 18 were reclassified in 2012-13
- CELDT: 52% Growth in K Most growth happened from level 1 to 2. Implementing Systematic ELD across the school. ADEPT assessment provides more contemporary data two times a year.

Theory of Action

- If we provide targeted and consistent interventions and mentoring for focal students who have been performing below grade level, then we will increase student achievement and decrease behavioral referrals.
- If we provide academic and lifeskill mentors for focal students, they will access literacy skills, study habits, and successful outcomes.
- If we engage in the AAMA cohort, then the gap in achievement for AA students will close.
- If we develop our balanced literacy practices and ELD/AED curriculum, methodology, and implementation, and engage in regular walkthroughs and feedback cycles, we will increase student achievement overall.
- If we analyze and plan Response to Intervention according to data-driven implementation cycles, student will demonstrate significant gains in ELA, math, and science.

Strategic Priority Goals

The following goals include SQIS Improvement Goals for the SQIS Target Student Group/Content Area.

Measure	Goal	School Specific Target
School Scorecard: MS & HS College-Career Plans	Submit 100% of IEPs within the timeline.	

Strategic Priority Improvement Strategies

The following strategies include SQIS Improvement Strategies for the SQIS Target Student Group/Content Area.

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instructional support in best instructional practices for students performing below proficient in ELA/AED/ELD to significantly increase achievement in the Common Core Standards in Reading Comprehension, Phonics/Fluency, and Writing through a lense of cultural relevance. TSA will organize the intervention program for students in need of additional intensive inter	assessments (benchmarks, PWA)	Performing					instructional support and intervention in ELA and AED to increase students' performing at grade level.	Unrestricted EIA-SCE Support					
Implement differentiated instruction for GATE students by providing high-interest and challenging extension activities integrated into the classroom instructional program.		High Performing/GATE	Monthly	TSA/Coach	4/4/2014	107SQ1E4642		N/A				0	\$0.00
Provide instruction that develops mastery in Standard (Academic) English.	CELDT	English Learners & Redesignated		Principal	4/6/2014	107SQ1E7028	Ensure that all teachers attend SELD training and that teachers new to instructional approach participate in SELD inquiry group.	N/A				0	\$0.00
Monitor the progress of the acquisition of standard English.	Other (OCR, etc)	English Learners & Redesignated	Every Semester	TSA/Coach	4/6/2014	107SQ1E7029	Assess all students using the ADEPT and group students accordingly based on academic language needs for ELD and AED twice a year.	N/A				0	\$0.00
Organize peer observations for teachers to observe best practices that can later be applied to ELD instruction to ensure success in acquisition of Standard (Academic) English.	CELDT	English Learners & Redesignated	Every Marking Period	TSA/Coach	4/6/2014	107SQ1E7031	Provide sub coverage in order to create opportunities for teachers to observe best practices in delivering ELD/AED instruction.	N/A				0	\$0.00
Identify students performing below proficient and provide extended learning opportunities for these students in order to increase student performance.	Local assessments (benchmarks, PWA)	Lower-Performing	Weekly	Leadership Team	4/6/2014	107SQ1E7109	Provide extended learning opportunities (after-school intervention) for students performing below proficient with teacher extended contracts for targeted tutoring.	3010-Title I	1120-TEACHERS SALARIES STIPENDS			0	\$8,500.
Identify students	Local	Lower-	Weekly	TSA/Coach	4/6/2014	107SQ1E7129	Provide extended	3010-Title I	5825-CONSULTANTS			0	\$15,000

performing below proficient and provide extended learning opportunities for these students in order to increase student performance.	assessments (benchmarks, PWA)	Performing					learning opportunities for students performing below proficient with AmeriCorps contractor to tutor small groups in classrooms.						
Leadership, Culture TSA and School Culture Team guide and support the activities that decrease referrals and improve school culture and academic achievement, particularly for students with referrals that impact academic engagement.	Discipline/CSC	SQIS Target Group	Weekly	Other	4/6/2014	107SQ1E4316	TSA will provide professional development in and monitor implementation of CSC curriculum.	N/A				0	\$0.00
Leadership, Culture TSA and School Culture Team guide and support the activities that decrease referrals and improve school culture and academic achievement, particularly for students with referrals that impact academic engagement.	Local assessments (benchmarks, PWA)	SQIS Target Group	Monthly	Other	4/6/2014	107SQ1E4317	Promote positive school climate and demonstration of Core Values through Core Value Awards Assemblies, Spirit Days, Student "Shout Outs", Core Value Bulletin Boards, etc.	N/A				0	\$0.00
Leadership, Culture TSA and School Culture Team guide and support the activities that decrease referrals and improve school culture and academic achievement, particularly for students with referrals that impact academic engagement.	Discipline/CSC	SQIS Target Group	Weekly	Principal	4/6/2014	107SQ1E6993	Provide teachers with NNN curriculum (online modules) and support implementation through observation, feedback and live coaching support.	5-LCFF Supplemental		C10TSA9999	0.5		\$38,491
Leadership, Culture TSA and School Culture Team guide and support the activities that decrease referrals and improve school culture and academic achievement, particularly for students with referrals that impact academic engagement.	Other (OCR, etc)	SQIS Target Group	Weekly	TSA/Coach	4/6/2014	107SQ1E6995	Leadership and Culture TSA provides weekly leadership development class for Target Group students to reduce referrals and increase student time on task.	3010-Title I		C10TSA9999	0.5		\$38,491
Leadership, Culture TSA and School Culture Team guide and support the activities that decrease referrals and improve school culture and academic achievement, particularly for students	Other (OCR, etc)	SQIS Target Group	Monthly	TSA/Coach	4/6/2014	107SQ1E6997	Leadership and Culture TSA manages and maintains a Coordination of Services Team(COST)and Student Success Team to support and monitor	N/A				0	\$0.00

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

Basic Directions

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

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

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

Attachment Checklist	<input type="checkbox"/>	For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/>	For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input checked="" type="checkbox"/>	For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/)
	<input checked="" type="checkbox"/>	For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input checked="" type="checkbox"/>	For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input checked="" type="checkbox"/>	For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

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

Contractor Information

Contractor Name	East Bay Agency for Children	Agency's Contact	Josh Leonard				
OUSD Vendor ID #	V001647	Title	Executive Director				
Street Address	202 Van Buren Avenue	City	Oakland	State	CA	Zip	94610
Telephone	(510) 268-3770 Ext. 110	Email (required)	Josh.Leonard@ebac.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	11/17/2014	Date work will end	06/30/2015	Other Expenses	
Pay Rate Per Hour (required)		Number of Hours (required)			

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
3010	Title I	1074850101	5825	\$ 14,000.00
			5825	
			5825	
Requisition No. (required)	R0152303		Total Contract Amount	\$ 14,000.00

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Jacqueline Perl	Phone	(510) 636-8217	
	Site / Department	107/East Oakland Pride			Fax	(510) 636-8220
	Signature				Date Approved	2/9/15
2.	Resource Manager, using funds managed by:	<input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Community Schools and Student Services				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature				Date Approved	2-18-15 3/13/15
3.	Regional Executive Officer					
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
Signature				Date Approved	3/20/15	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
	Signature				Date Approved	
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		

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 By WG