

Board Office Use: Legislative File Info.	
File ID Number	12-0737
Introduction Date	4-25-12
Enactment Number	12-1138
Enactment Date	4-25-12



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To The Board of Education

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

Board Meeting Date
(To be completed by Procurement) 4-25-12

Subject Professional Services Contract -
Alternatives in Action Alameda CA (contractor, City State)
922/Family, Schools, and Community Partnerships Dept. (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and Alternatives in Action. Services to be primarily provided to 922/Family, Schools, and Community Partners for the period of 02/01/2012 through 06/30/2012.

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

Alternatives in Action will partner with McClymonds High School to assess the school communities' needs and assets, coordinate all student and family support services, and develop resources and partnerships to meet identified needs.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Professional Services Contract between Oakland Unified School District and Alternatives in Action, Alameda, CA, for the latter to provide a range of services, including assessment of the school community's needs and assets, coordination of all student and family support services, and development of resources and partnerships to meet identified needs in partnership with McClymonds High School for the period of February 15, 2012 to June 30, 2012, in the amount not to exceed \$52,500.00.

Recommendation Approval of professional services contract between Oakland Unified School District and Alternatives in Action. Services to be primarily provided to 922/Family, Schools, and Community Partner for the period of 02/01/2012 through 06/30/2012.

Fiscal Impact Funding resource name (please spell out) Kaiser - Health & Wellness not to exceed \$ 52,500.00

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

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2011-2012

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

- Services:** CONTRACTOR shall provide the services described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").
- Terms:** CONTRACTOR shall commence work on 02/01/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/30/2012.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed fifty two thousand and five hundred Dollars (\$52,500.00). 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 for OUSD, except as follows: N/A

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

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

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

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

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

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

Professional Services Contract

OUSD Representative:

Name: Mara Larsen-Fleming
Site /Dept.: 922/Family, Schools, and Community Partnerships D
Address: 495 Jones Avenue
Oakland, CA
Phone: (510) 684-6549

CONTRACTOR:

Name: Patricia Murillo
Title: Executive Director
Address: 1900 Third Street
Alameda CA 94501
Phone: (510) 748-4314

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

8. Invoicing

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

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

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

10. Insurance:

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

Check one of the boxes below:

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

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

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

OR

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

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

Professional Services Contract

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

Professional Services Contract

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

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

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

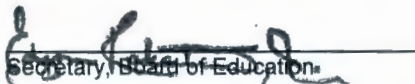
Summary of terms and compensation:

Anticipated start date: 02/01/2012 Work shall be completed by: 06/30/2012 Total Fee: \$52,500.00

OAKLAND UNIFIED SCHOOL DISTRICT




- President, Board of Education
- Superintendent or Designee


Secretary, Board of Education

4/26/12
Date

4/26/12
Date

CONTRACTOR


Contractor Signature

2-22-12
Date

Patricia Murillo Executive Director
Print Name, Title

File ID Number: 12-0737
Introduction Date: 4-25-12
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Enactment Date: 4-25-12
By: Y2

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Ratification by the Board of Education of a Professional Services Contract between Oakland Unified School District and Alternatives in Action, Alameda, CA, for the latter to provide a range of services, including assessment of the school community's needs and assets, coordination of all student and family support services, and development of resources and partnerships to meet identified needs in partnership with McClymonds High School for the period of February 15, 2012 to June 30, 2012, in the amount not to exceed \$52,500,000.

SCOPE OF WORK

Alternatives in Action will provide a maximum of 1,870.00 hours of services at a rate of \$28.07 per hour for a total not to exceed \$52,500.00. Services are anticipated to begin on 02/01/2012 and end on 06/30/2012.

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.

Contractor will conduct program development; staff management; development of community partnerships; participation in and facilitation of McClymonds Youth and Family Center (MYFC) Advisory Board; budget development and management; marketing and outreach; program evaluation; development of contracts/MOUs; fund development; participation in the instructional leadership team; training for school staff and stakeholders on community school best practices; coordination of CARE team; outreach to targeted youth and families with high risk needs; development of case management plans and coordination of resources; parent outreach and coordination; linking parents to services and supports; parent needs assessment; development of workshops for parents; coordination of all on-site support services (academic intervention/support, cascading leadership, health and wellness, parent engagement, college and career programs); event planning and production; participation in District provided and recommended professional development.

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.

Outcome 2) Contractor will develop and implement universal referral system to facilitate delivery of services for students, including those with attendance issues due to underlying health issues. Outcome 4) Contractor will develop systems to facilitate and track delivery of health and other support services, in order to increase access to and utilization of health services. Delivery of services will be tracked through CARE Referral System and will include the number of referrals and number of students receiving services by service type. Access to and utilization of health services will also be tracked through the school-based health center evaluation conducted by the University of California, San Francisco (UCSF).

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
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

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

 - Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.**
 1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
07/13/11

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 Crist, Fritschi & Paterson Inc 266 Grand Avenue, Suite 230 Oakland, CA 94610 Paul Coupin	510-451-6000	CONTACT NAME:	
	510-451-4203	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: The Hartford Insurance Group	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED: Alternatives in Action
dba: BASE
dba: Home Project
dba: Home Sweet Home
Patricia Murillo
1900 Third Street

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Educators Legal Liability	X	57UUQTM7147 57UUQTM7147	06/25/11 06/25/11	06/25/12 06/25/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS		57UUQTM7147	06/25/11	06/25/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000		57RHQYC8934	06/25/11	06/25/12	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	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	57WECNZ8928	06/25/11	06/25/12	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Afterschool programs held at: Life Academy of Health & Bioscience High School, 2111 International Blvd., Oakland, CA and McClymonds High School, 2607 Myrtle St., Oakland, CA - See Business Liability Form HG0001 0605 (Pages 12 and 13) for additional insured wording.

CERTIFICATE HOLDER OAKL005 Oakland Unified School District 1025 2nd Avenue Oakland, CA 94606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Deborah Adams</i>
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PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

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 has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for 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: 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

OUSD Staff Contact Emails about this contract should be sent to: maralarsen-fleming@ousd.k12.ca.us

Contractor Information

Contractor Name	Alternatives in Action	Agency's Contact	Patricia Murillo				
OUSD Vendor ID #	1000606	Title	Executive Director				
Street Address	1900 Third Street	City	Alameda	State	CA	Zip	94501
Telephone	(510) 748-4314	Email	pmurillo@alternativesinaction.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	02/01/2012	Date work will end	06/30/2012	Other Expenses	
Pay Rate Per Hour (required)	\$28.07	Number of Hours	1,870.00	Total Contract Amount	\$52,500.00

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
9225	Kaiser - Health	9221223201	5825	\$52,500.00
	& Wellness		5825	\$
			5825	\$
Requisition No.	R0203772		Total Contract Amount	\$52,500.00

Approval and Routing (in order of approval steps)

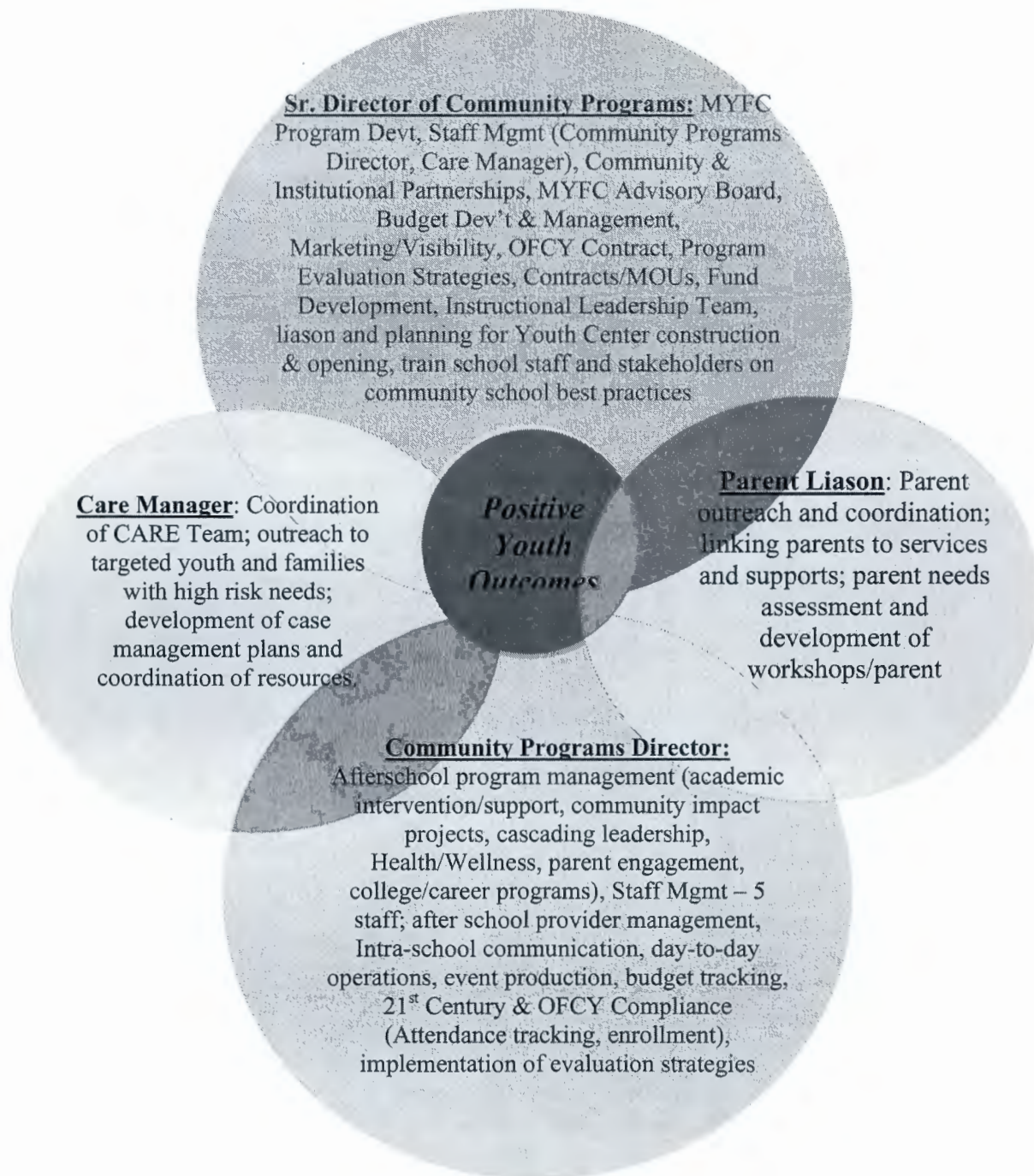
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

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

1.	Administrator / Manager (Originator)	Name	Mara Larsen-Fleming	Phone	(510) 684-6549
	Site / Department	922/Family, Schools, and Community Partnerships Dept.		Fax	(510) 639-4807
	Signature	<i>[Signature]</i>		Date Approved	2/24/2012
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Complementary Learning / After School Programs				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature	<i>[Signature]</i>		Date Approved	3/12/14
	Signature (if using multiple restricted resources)			Date Approved	
3.	Regional Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site <input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>[Signature]</i>		Date Approved	3/13/12
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations				<input type="checkbox"/> Consultant Aggregate Under \$50,000
	Signature	<i>[Signature]</i>		Date Approved	3-23-12
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	



Community Site Coordination Structure McClymonds/Alternatives in Action 2011 - 2012



February 3, 2012

Subject: Employment Requirements

Attention All Current and Future Employees:

This letter confirms any offer of employment with Alternatives in Action requires the completion of the following:

- Approved LiveScan fingerprinting clearance.
- TB Test.
- Health Screening Report.

Please submit all appropriate documentation to the Operations Director for approval.

Thank you,

Oriana Obligation
Operations Director
Alternatives in Action
office: (510) 748-4314 ext. 305
fax: (510) 748-4326
www.alternativesinaction.org



JOB DESCRIPTION:
SENIOR DIRECTOR OF COMMUNITY PROGRAMS

Alternatives in Action is committed to building opportunities for youth with leadership potential to take charge of their life and make positive changes in their communities. Since 1996, we've worked to support youth initiated community impact projects. Currently, we serve youth and families in the West End of Alameda and in East and West Oakland through operating a charter high school (the Bay Area School of Enterprise), a preschool that serves as a learning lab for young people (Home Sweet Home Preschool) and community and after school programs at Life Academy in East Oakland and McClymonds High School in West Oakland. Our goal is to prepare the 700 youth we serve annually for college, career and community life. Our staff, youth and family population is diverse and committed to quality work and community-building. Our current operating budget is 2.5 million and we employ 40 staff.

POSITION OVERVIEW:

Under the supervision of the Executive Director, the Sr. Director of Community Programs supports the implementation of Alternatives in Action's Community School strategy by advocating for comprehensive programming and services that meet the needs of youth and families served by our Community Programs including afterschool programming, academic supports, and parent education. This position is responsible for oversight of community programs at McClymonds as well as providing training and development to ensure program quality for our cascading leadership model throughout the organization. This position is directly responsible for leading community initiatives in West Oakland including the planning and development of service linkages across multiple school sites, developing a network of care system for children, youth and families and building and strengthening collaborative partnership to address service gaps.

The ideal candidate would:

- be a motivated and responsible leader who values service to others
- be committed to supporting learning environments that serve children, urban youth and families within a social justice framework
- enjoy working in an entrepreneurial, fast-paced environment with passionate and committed people

Organizational Leadership and Management (30%)

- Oversee development and implementation of dynamic comprehensive programs in Cascading Leadership Development, Community Impact Programming, Academic Supports, Parent Engagement, Health & Wellness and College & Career Services
- Ensures the vision of Alternatives in Action is communicated and understood throughout the program
- Implements evaluation systems to ensure strong program quality throughout so that a high standard of program excellence is held
- Facilitate bi-monthly meetings of school-based Community Program directors and coordinators. Track outcomes of meetings and ensure execution of tasks.
- Submit a monthly update report to Alternatives in Action's Board of Directors
- Oversee the training, facilitation, and development of Alternatives in Action's Cross-Site Executive Team
- Ensure Community Programs incorporate AIA's principles and practices with the needs and interests of youth, partnering schools and agencies, and community stakeholders
- Develop and train on systems that support the timely and effective communication of organizational expectations, grant outcomes & deliverables, and collection of data including the Program Status Reports

- Serve on the Senior Leadership Team of Directors to establish, monitor, and achieve long-term goals and outcomes and ensure integration of programs
- Ensure that programs and events are well-publicized and accessible to community
- Provide organizational leadership in staff development by working collaboratively to design and implement training tools
- Participate in development and management of Community Program budget
- Support fund development strategies including grant proposals, reports, site visits and other fund raising activities
- Develop leads on potential funding sources

McClymonds Youth And Family Center Oversight and Management (30%)

- Oversee program delivery of the McClymonds Youth and Family Center as codified in its annual logic model
- Develop and manage effective relationships and partnerships with school district administrators, partner agencies, representatives and community organizations to achieve the goals and outcomes of Community Programs at McClymonds High School
- Supervise the Director of Community Programs at McClymonds, Care Manager and the Administrative Coordinator; collect and process staff personnel forms as needed
- Partner with school leadership in order to achieve the goals of OUSD's full-service community schools. Meet weekly with principal to ensure program planning, integration with school day and evaluation
- Vet new program offerings and orient new service providers to the McClymonds campus
- Ensure program providers meet OUSD compliance standards to operate on the McClymonds campus
- Deliver monthly report to the McClymonds Youth and Family Center Advisory Board
- Ensure updated MOU's/Letters of Agreement with all service providers operating at McClymonds
- Ensure Alternatives in Action's visibility with local public agencies including city, county and local school districts.

Community Building and Collaboration (40%)

- Plan and Execute, in partnership with Executive Director, a community building initiative that increases family engagement in education in the West Oakland Community
- Produce two-year workplan for implementation of a West Oakland pilot initiative to strengthen the network of care for children, youth and families.
- Conduct analysis of supports and opportunities available to youth and their families in West Oakland
- Support efforts that promote recruitment and retention of families served by West Oakland schools
- Develop policy recommendations to the MYFC Advisory Board and key stakeholders

POSITION STATUS: FULL-TIME, EXEMPT, YEAR-ROUND

SALARY & COMPENSATION: \$55,000 - \$65,000, HEALTH, DENTAL AND GENEROUS VACATION



JOB DESCRIPTION:
COMMUNITY PROGRAMS DIRECTOR, McClymonds High School

ORGANIZATION:

Alternatives in Action is committed to building opportunities for youth with leadership potential to take charge of their life and make positive changes in their communities. Since 1996, we've worked to support youth initiated community impact projects. Currently, we serve youth and families in the West End of Alameda and in East and West Oakland through operating a charter high school (the Bay Area School of Enterprise), a preschool that serves as a learning lab for young people (Home Sweet Home Preschool) and community and after school programs at Life Academy in East Oakland and McClymonds High School in West Oakland. Our goal is to prepare the 700 youth we serve annually for college, career and community life. Our staff, youth and family population is diverse and committed to quality work and community-building. Our current operating budget is 2.5 million and we employ 40 staff.

POSITION OVERVIEW:

Under the supervision of the Sr. Director of Community Programs, the Community Programs Director for McClymonds implements comprehensive programming and services to meet the needs of youth and families served by the McClymonds Youth and Family Center. Alternatives in Action operates both school-day and afterschool programming and is responsible for the implementation and management of 21st Century afterschool programming. Additionally, this position will support the implementation of a summer leadership program held at the West Alameda location.

The ideal candidate would:

- be a motivated and responsible leader who values service to others
- be committed to supporting learning environments that serve children, urban youth and families within a social justice framework
- enjoy working in a entrepreneurial, fast-paced environment with passionate and committed people

Duties and Responsibilities:

Leadership, Supervision and Management (25%)

- Provide leadership for Alternatives in Action's community school vision by supervising staff, facilitating communication, planning services, completing reports and evaluation and maintaining program spaces.
- Recruit, train and motivate a staff team to implement Alternatives in Action's vision of high quality community school programming.
- Facilitate regular after school staff meetings and trainings. Foster an environment that promotes teamwork.
- Coach, supervise and provide professional development including weekly one-on-one supervision and job-embedded coaching to afterschool program staff
- Ensure that all staff submits performance management plans bi-annually. Monitor individual progress with staff members to ensure completion of program outcomes including bi-annual staff reviews.

Program Implementation (40%)

- Ensure McClymonds programs are aligned and in compliance with grant outcomes.
- Ensure safety and supervision of children at all times, with a 20:1 ratio of adults to children.
- Oversee facility management during the afterschool hours, including student activity, food, custodial, classrooms, security, safety, and transportation.
- Coordinate collaborative of after-school service providers in and around the McClymonds campus including monthly provider meetings
- Manage day-to-day operations of the community programs
- Ensure classrooms and other shared school space are well maintained
- Develop and maintain a schedule of core program offerings including academic support, community impact projects, health and wellness, parent engagement activities and cascading leadership.
- Ensure accurate distribution and accounting of snacks.
- Maintain systems of data collection for all required documentation including attendance, enrollment forms, emergency cards, permission forms, payroll, receipts and surveys.
- Recruit and enroll program participants to meet grant average daily attendance requirements

Communication (25%)

- Develop and maintain a high level of communication and positive relationships with McClymonds High School staff including principal, teachers, and other administrative staff
- Develop and maintain positive parent relations through strategic communications
- Provide program orientation, encourage involvement, and maintain monthly contact with families and school
- Respond promptly and courteously to parent concerns and/or complaints. Immediately notifies McClymonds Principal and the Sr. Director of Community Program of parent concerns and/or complaints
- Ensure communication with parents/guardians regarding student progress and performance.
- Meet at least monthly with the McClymonds Leadership Team to coordinate program design, discuss evaluation processes and outreach efforts, and address any other issues.
- Work closely with McClymonds leadership team to:
 - Identify students and coordinate student outreach for the After School Program.
 - Align activities with the regular school day.
 - Implement evaluation tools

Fiscal Management and Fund Development(10%)

- Collaborate with Executive Director and Sr. Director of Community Programs in budget development and expenditure tracking.
- Coordinate payment of afterschool staff and teachers on extended contracts, including timesheets and invoices

- Support fund development activities including compliance reporting for government and foundation grants and contracts

Qualifications:

- 4 years experience teaching or mentoring middle/high school-aged young people in youth development and educational programs
- Experience in community development, youth organizing, and program development & coordination
- Excellent communication, facilitation, organization, writing, and team-building skills
- Demonstrated ability to write grants, curricula, and keep detailed records
- Experience supervising and training adult staff
- Passion for mentoring young people, promoting youth development practices and working towards social change
- Ability to manage multiple projects, work independently and as a team-member
- Experience working with diverse groups and communities
- Flexibility, sense of humor, strong commitment to collaboration, self-reflection, and resourcefulness
- Willing to work some evenings and weekends and possess a valid California driver's license and reliable transportation (Reimbursement is provided for travel between program sites)
- Bachelor's Degree required
- Bilingual preferred
- People of color encouraged to apply

Other Requirements/Skills:

- Strong computer and technology skills including working with databases and Microsoft Office suite.
- Excellent verbal, written and interpersonal communication skills
- Sensitivity and responsiveness to needs of staff and constituents (children, youth and parents)
- High level of organization and ability to multi-task
- Flexibility and ability to work under pressure
- Ability to take initiative, work independently and collaboratively as needed
- Ability to establish relationships with parents, staff, children, board members, volunteers, community, donors, funders and governmental constituencies
- Ability to work in a youth friendly, collaborative, student centered environment.
- Ability to use authority, set boundaries, and hold high standards with youth and adults
- Ability to give and receive direct and honest feedback
- Strong project management skills
- Ability to lift at least 20 pounds
- Drivers license and consistent transportation

POSITION CLASSIFICATION: FULL-TIME, EXEMPT, YEAR-ROUND POSITION
SALARY & COMPENSATION: \$48,000 TO \$54,000; Health, Dental, Generous Vacation Time



Alternatives in Action
WHERE YOUTH CHOOSE TO LEAD

**JOB DESCRIPTION:
CARE MANAGER
GRANT FUNDED POSITION**

SUMMARY DESCRIPTION: Alternatives in Action, an innovative youth development organization serving Alameda and Oakland, collaboratively with teams of community program providers to support and foster, at-risk and mid to high need students who need extra assistance in academics, behavior modifications, physical or mental health referrals, and navigating institutional systems.

Alternatives in Action's Community Programs at the McClymonds Youth and Family Center is committed to creating comprehensive supports and wrap-around services for students and their families. Our programs build opportunities for youth with leadership potential to take charge of their life and make positive changes in their communities. Currently, we serve youth and families in West Oakland, East Oakland, and the West End of Alameda at our three community schools: McClymonds High School in West Oakland, Life Academy in East Oakland, and Alternatives in Action's Bay Area School of Enterprise in West Alameda. Our goal is to prepare the 700 youth we serve annually for college, career and community life. Our staff, youth and family population is diverse and committed to quality work and community-building. The CARE Manager will contribute to this vision by providing specific outreach, care management, mentoring, and systems navigation for the foster youth, students who are most at risk of "falling through the cracks," and mid to high need students as needed.

POSITION: The Care Manager contributes to the development of a healthy, safe, and caring environment by advancing the understanding of the emotional and social development of children and the influences of family, community, and cultural differences on student successes and by implementing effective intervention strategies.

THE IDEAL CANDIDATE WOULD:

- Have an ability to work well with urban youth and connect with the foster, at-risk and mid to high need students, and his/her family and community
- Serve as the student's advocate and develop a case plan to facilitate their future success.
- Be a motivated and responsible leader who values service to others and can uphold strong school culture
- Be committed to supporting learning environments that serve children, urban youth and families within a social justice framework
- Enjoy working in an entrepreneurial, fast-paced environment with passionate and committed people
- Easily build meaningful relationships with youth, staff, families, and school community stakeholders
- Be a networker who is comfortable operating in a collaborative leadership role to coordinate interventions with other providers on campus
- Be detail oriented in tracking interventions and the progress made by youth

RESPONSIBILITIES:

- Carry a caseload of 20-25 foster, at risk youth and other students with mid to high needs.
- Maintain a Network of Care analysis for each youth.
- Meet with individual youth at least bi-weekly to establish and advance goals in academic achievement, social and mental development. This may include monitoring behavioral contracts and academic contracts with the school.
- Conduct interviews with clients and/or their family members and other interested parties to obtain a comprehensive assessment of the child's needs.
- Obtain and analyze confidential psychological, medical and social histories of students.
- Conducts psychosocial needs assessments and prepares written reports and treatment plans.

2607 Myrtle St. Oakland, CA 94607
phone 510-879-8056 ☐ fax 510-748-4326

- Maintain records, logs, and case files.
- Participates in the student's IEP and other school meetings as required
- Analyzes and interprets information to make recommendations regarding need for services.
- Provides crisis intervention and management.
- Serves as an advocate for foster, at-risk students and mid to high need students.
- Provides appropriate services for individual students and groups of students that meet their academic, social, emotional, and/or physical needs.
- Identifies cultural, ethnic, financial, physical, emotional problems, which might constitute a reason for learning failure or problems in school functioning.
- Demonstrates professional integrity by adhering to ethical standards appropriate to the profession.
- Participates in a meaningful and continuous process of professional development.
- Refer students to agencies and other appropriate service.
- Facilitate Care Meetings attended by multiple providers for the purpose of individualized planning and support of individual students.
- Facilitate student intervention groups and workshops. Arrange guest speakers for groups and workshops.
- Cultivate and maintain relationships with community members and service providers
- Maintain current resource and referral network, make resources available to broader community.
- Provide assistance in planning and consulting with teachers and after school staff as appropriate to provide strong supports for caseload
- Record meetings, interventions, outcome measures, incident reports and other documentation accurately and in a timely manner
- Support the overall culture of McClymonds High School
- Maintain professional behavior at all times, including attire, appropriately reflecting the values and mission of McClymonds High School and Alternatives in Action
- Perform all other duties as necessary for the good of the agency as directed by the supervisor
- Attend regular staff meetings, provider meetings, and agency meetings
- Submit administrative paperwork including a weekly work plan and monthly reporting in a timely manner

QUALIFICATIONS:

- Experience working with elementary/middle/high school-aged young people in youth development and/or educational programs.
- Experience in project management, community development and organizing
- Ability to work in a youth-friendly, student-centered environment.
- Experience working with diverse groups and communities.
- Show flexibility, sense of humor, strong commitment to collaboration, and resourcefulness.
- Strong public speaking and organizational skills.
- Driver's license, insurance and registration as well as access to a car
- Master's degree in social work or social welfare, marriage, family and child counseling, child psychology, child development, counseling psychology, or social psychology.
- Demonstrated interest and ability in working with children and youth, and with low-income diverse ethnic communities.
- Bilingual preferred.

POSITION TITLE:

CARE Manager

HOURS:

Full-Time, Exempt Position

August 1, 2011 to June 30, 2012

SALARY:

\$44,000 per year, plus health benefits & paid vacation and sick time