Board Office Use: Le	gislative File Info.
File ID Number	13-1052
Introduction Date	6/2/13
Enactment Number	13-0966
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Memo	
То	The Board of Education
From	Tony Smith, Ph.D., Superintendent By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action Vernon Hal, Deputy Superintendent, Business & Operations
<b>Board Meeting Date</b> (To be completed by Procurement)	
Subject	Professional Services Contract -         Aspiranet, dba Experience Corps       San Francisco       CA (contractor, City State)         146/Piedmont Avenue Elementary       (site/department)
Action Requested	Approval of a professional services contract between Oakland Unified SchoolDistrict and Aspiranet, dba Experience Corps. Services tobe primarily provided to146/Piedmont Avenue Elementaryfor the period of09/04/2012through06/01/2013.
<b>Background</b> A one paragraph explanation of why the consultant's services are needed.	Many of Piedmont Avenue's students are struggling to reach grade-level benchmark, including our English Language Learner students. Targeted, individualized intervention would not only provide students with much needed support, but would also help the primary instructor to further differentiate instruction for other/more students.
<b>Discussion</b> One paragraph summary of the scope of work.	A contract for services between OUSD and Aspiranet, dba Experience Corps, the latter to provide one-on-one and small group literacy intervention tutoring and mentoring to students who are not performing at grade-level benchmark, which will take place on a consistent, ongoing basis throughout the school year. These services are to take place through the period of September 4th until June 1st, in an amount not to exceed \$5,000.
Recommendation	Approval of professional services contract between Oakland Unified School District and <u>Aspiranet, dba Experience Corps</u> . Services to be primarily provided to <u>146/Piedmont Avenue Elementary</u> for the period of <u>09/04/2012</u> through <u>06/01/2013</u> .
Fiscal Impact	Funding resource name (please spell out)       General Purpose-Unrestricted        not to exceed \$ 5,000.00
Attachments	<ul> <li>Professional Services Contract including scope of work</li> <li>Fingerprint/Background Check Certification</li> <li>Commercial General Liability Insurance Certification</li> <li>TB screening documentation</li> <li>Statement of qualifications</li> </ul>

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## **PROFESSIONAL SERVICES CONTRACT 2012-2013**

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

- 1. Services: The CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
- Terms: CONTRACTOR shall commence work on <u>09/04/2012</u>, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than <u>06/01/2013</u>.
- 3. Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed <u>FIVE THOUSAND</u> Dollars (\$ 5,000.00 \_\_\_\_\_\_\_). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

- 4. **Submittal of Documents**: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  - 1. Individual consultants:

Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.

Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.

Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.

2. Agencies or organizations:

Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.

- 5. Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except*: \_\_\_\_\_\_\_which shall not exceed a total cost of \$ \_\_\_\_\_\_.
- 6. CONTRACTOR Qualifications / Performance of Services.

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

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

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

Professional Services Contract OUSD Representative:	CONTRACTOR:					
Name: Zarina Ahmad	Name: Vernon Brown					
Site /Dept.: 146/Piedmont Avenue Elementary	Title: CEO, Aspiranet					
Address: 581 61st Street	Address: 3925 Noriega Street					
Oakland, CA 94609	San Francisco CA 94122					
Phone: (510) 654-7377	Phone: (510) 495-4966					

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:

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

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

#### **Professional Services Contract**

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

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

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

- 25. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. Contract Contingent on Governing Board Approval: The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/epls/search.do)

#### Summary of terms and compensation:

Anticipated start date: 09/04/2012

Work shall be completed by: 06/01/2013

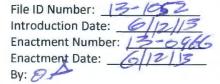
Total Fee: \$ 5,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education

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Selectary Board of Education tary Board of Education



CONTRACTOR

Contractor Signature

Vernon Brown Print Name, Title CEO, Aspiranet

#### EXHIBIT "A" Scope of Work

### DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

A contract for services between OUSD and Aspiranet, dba Experience Corps, the latter to provide one-on-one and small group literacy intervention tutoring and mentoring to students who are not performing at grade-level benchmark, which will take place on a consistent, ongoing basis throughout the school year. These services are to take place through the period of September 4th until June 1st, in an amount not to exceed \$5,000.

## SCOPE OF WORK

Aspiranet, dba Experience Corps will provide a maximum of 500.00 hours of services at a rate of \$10.00 per hour for a total not to exceed \$5,000.00 . Services are anticipated to begin on 09/04/2012 and end on 06/01/2013

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

Aspiranet, dba Experience Corps, will provide a minimum of 500 hours of literacy tutoring and mentoring to targeted students in grades K-3rd for a total minimum of 80 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.

As a result of the ongoing tutoring and mentoring received by Experience Corps, a minimum of 85% of students' reading and literacy performance, participation in classroom activities and concentration in class will be positively impacted.

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

Rev. 6/22/11 v3

Prepare students for success in college and careers

Safe, healthy and supportive schools

Accountable for quality

✓ Full service community district

Professional Services Contract

	nent with Single Plan for Student Achievement (required if using State or Federal Funds) select:
Act	tion Item included in Board Approved SPSA (no additional documentation required) – Action Item Number:
	tion Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manage Ier 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.



To Whom It May Concern:

**Experience Corps Bay Area** submits this Statement of Qualifications to the Oakland Unified School District (OUSD) to support our work in Oakland in a unique intervention program which addresses two of the community's major challenges: improving academic achievement among at-risk elementary school students and increasing healthy aging behaviors among older adults. Experience Corps Bay Area<sup>1</sup> (ECBA), operating successfully since 1998, is a unique civic engagement program – based on a national model (currently in 19 cities) – which recruits, trains and engages teams of local older adults (50+) to work as tutors and mentors before, during and after school in low-performing schools with students who have poor grades and/or test scores, learning disabilities or are limited English-proficient. Launched in three elementary schools in Oakland in 2005, EC Oakland is now in six of OUSD's most vulnerable elementary schools, where significant proportions of children are students of color, economically disadvantaged and/or English language learners. Our mission is to increase the academic performance and self-confidence of these students by providing focused, individualized attention, as well as create an intergenerational bridge between children and older adults, thereby enhancing the school and the overall community. It is a unique multi-level approach to health improvement that has tremendous benefits, and coupled with its youth education focus, serves a dual-benefit to society.

All members of the ECBA staff have either extensive professional experience and/or educational backgrounds, including education, youth development, gerontology, training, and/or program evaluation. For example, all of our Site Coordinators have BA or BS degrees, some Masters degrees, and one a PhD in Education. The Recruitment & Intake Coordinator has her Masters Degree in English, college-level teaching experience and six years of on-the-ground recruitment experience. Our Member Relations Coordinator, who oversees all recruitment, training, recognition and retention of members graduated from UC Berkeley. While our Special Projects Coordinator managed the implementation of complex evaluations, including federal grant reporting requirements, and has her degree from UC Davis. Full staff resumes are available upon request.

All ECBA tutors/mentors have completed written applications, been interviewed in person, received fingerprint/background/reference checks (DOJ and FBI), been cleared for TB, and completed pre-service and in-service training in youth development, tutoring techniques, mentoring skills, conflict resolution, behavioral management topics. They also continue to receive on-site support and on-the-job training through our Site Coordinators and monthly team meetings.

In terms of intended outcomes and evaluating our success, the program tracks educational outcomes for students (based on teacher assessments) – for example: ECBA Members impact on students' concentration in class, students' attainment of grade level benchmarks, and students' motivation to learn (as well as the mental and physical health outcomes for older adults). In addition, ECBA members receive regular performance reviews to ensure they are providing high quality services. All of this results in increased academic benchmarks for a greater number of Oakland students as well as improved health benchmarks for local older adults and this intensive focus on results can make OUSD confident that its support in Experience Corps will be well invested.

If you have any questions or wish to discuss this further, please do not hesitate to reach me at 510-495-4966 or dmoren@aspiranet.org.

Best regards,

David Moren Director of School Relations, Experience Corps Bay Area

<sup>&</sup>lt;sup>1</sup> Experience Corps Bay Area is a program of Aspiranet, a California 501(c)3 non-profit serving children, families and communities since 1975.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR) 12/14/12

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А		EXCESS LIAB			CLAIMS-MADE		1	41UD0	002735337	12/16/12	12/16/13	AGGREO	GATE	\$ 2,000,000
		DED X F	RETENTION	\$	10,000									S
		ORKERS COMPENSA ID EMPLOYERS' LIAI			Y/N								RY LIMITS	OTHER
	AN	IY PROPRIETOR/PA	RTNER/EXEC	CUTIV									HACCIDENT	\$
		FICER/MEMBER EX andatory in N.H.)	CLUDED?			N/A						E.L. DISE	EASE - EA EMPLOYFE	s
		res, describe under DI ERATIONS below	ESCRIPTION	OF								E L. DISE	EASE - POLICY LIMIT	\$
В		ime - Employee	Theft					02LX0	089961417	12/16/12	12/16/13	Limit: \$ 5		Ded: \$500
A	Pr	ofessional Liabili	ty Claims	я Ма	de							Each Wre	ongful Act	\$ 1,000,000
		etro Date: 12/16/0							089961327	12/16/12	12/16/13	Aggregat Deductib	e Limit le – Each Wrongful Act	\$ 3,000,000 \$ 25,000
Re: As	Per	Contract or Agr ability as per att	reement or	ı File	e with Insured.	lach AC Oakla	ORD 101, ad Unifi	Additiona ed Schoo	l Remarks Scho l District, its	edule, if more spac Officers, Employ	e is required) (ees. Volunteers o		s are named as add	
CERT	IFIC	CATE HOLDER	र						CANCELL	ATION				
			·						SHOULD AI	NY OF THE ABO	VE DESCRIBED I DF, NOTICE WILL	POLICIES L BE DEL	S BE CANCELLED	BEFORE THE RDANCE WITH THE
		Oakland U	nified S	cho	ol District				AUTHORIZED	REPRESENTATIV	E			
		1025 2nd S Oakland, C		6					M	r				

ACORD 25 (2010/05)

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100	ORD <sup>®</sup> CERI	ÏF	IC	ATE OF LIAE	BILITY IN	SURA	NCE	DATE (MM/DD/YYY
CERTI	CERTIFICATE IS ISSUED AS A I FICATE DOES NOT AFFIRMATI W. THIS CERTIFICATE OF INS ESENTATIVE OR PRODUCER, A	VEL	OR NCE	NEGATIVELY AMEND, E DOES NOT CONSTITUTE	EXTEND OR ALTI	ER THE CO	UPON THE CERTIFICAT	TE HOLDER. TH
IMPOR the ter	TANT: If the certificate holder is ms and conditions of the policy, ate holder in lieu of such endors	an A certa	DDI ain p	TIONAL INSURED, the poli olicies may require an end				
ODUCER		Seme	11(3)	17	NAME: Tamara	Palmer		
	Insurance Solutions				HONE A/C. No. Ext):858-37	~~~~~	FAX (A/C, No):	858-366-0544
	a Sorrento Place #400 go CA 92121				ADDRESS:tpalmer@			
							ance	NAIC
URED	1	SPI	R-1		NSURER B :			
PIRA					NSURER C :			
0 Oys	ter Point Blvd., Suite 501 an Francisco CA 94080				INSURER D :			
	an mancisco CA 34000				INSURER E :			
	· · · ·			A CONTRACTOR OF A CONTRACTOR O	INSURER F :			
OVER	and the second se		_	E NUMBER: 726823040			REVISION NUMBER:	
INDICA CERTI	TO CERTIFY THAT THE POLICIES TED. NOTWITHSTANDING ANY RE FICATE MAY BE ISSUED OR MAY SIONS AND CONDITIONS OF SUCH		AIN,	NT, TERM OR CONDITION C THE INSURANCE AFFORDE	DE ANY CONTRACT	OR OTHER S DESCRIBE	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	CT TO WHICH TH
R	TYPE OF INSURANCE	ADDL INSR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS
GEN	ERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED	\$
	COMMERCIAL GENERAL LIABILITY						PREMISES (Ea occurrence) MED EXP (Any one person)	\$
	CLAIMS-MADE OCCOR						PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
GEN	LAGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	
GEN	POLICY PRO- JECT LOC							\$
AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident	) \$
	HIRED AUTOS	-					PROPERTY DAMAGE (Per accident)	S
								S
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	S
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED RETENTION\$							\$
	RKERS COMPENSATION EMPLOYERS' LIABILITY Y / N			WCJ-Z91-446188-012	7/1/2012	7/1/2013	X WC STATU- TORY LIMITS ER	-
ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$1,000,000
(Mai	ndatory In NH) s. describe under						E.L. DISEASE - EA EMPLOYE	E \$1,000,000
DES	CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
SCRIPT	TON OF OPERATIONS / LOCATIONS / VEHIC	LES (	Attach	ACORD 101, Additional Remarks S	chedule, if more space i	s required)		
- <u></u>					CANCELLATION			
ERTIF	FICATE HOLDER							
ERTIF	Oakland Unified School D	istric	t			N DATE TH	DESCRIBED POLICIES BE IEREOF, NOTICE WILL CY PROVISIONS.	
ERTI		istric	t		THE EXPIRATIO	N DATE TH	IEREOF, NOTICE WILL	
ERTIF	Oakland Unified School D 1025 2nd Stre <del>e</del> t	istric	t		THE EXPIRATIO ACCORDANCE W	IN DATE TH	IEREOF, NOTICE WILL	
ERTI	Oakland Unified School D 1025 2nd Stre <del>e</del> t	istric	t		THE EXPIRATIO	IN DATE TH	IEREOF, NOTICE WILL	

## **DESCRIPTION OF OPERATIONS CONTINUED:**

## INSURED'S NAME: Aspiranet

CERT HOLDER NAME: Oakland Unified School District

Abuse and Molestation Coverage: Claims Made Retro Date 12-16-06

Insurer Letter A

41LX0089961327

12/16/12 - 12/16/13

\$2,000,000 For each abuse of molestation incident \$2,000,000 Aggregate Limit of insurance for all abuse or molestation incidents \$0 SIR/Deductible ASPIRANET DUNS: 178401931 CAGE Code: 4RCD3 Status: Active

400 OYSTER POINT BLVD STE 501 SOUTH SAN FRANCISCO, CA, 94080-7600 , UNITED STATES

#### **Entity Overview**

Entity Information

Name: ASPIRANET Doing Business As: SUNSET NEIGHBOURHOOD BEACON CENTER Business Type: Business or Organization POC Name: None Specified Registration Status: Active Expiration Date:06/04/2013

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

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

IBM v1.863.20130412-1616 WWW1

https://sam.gov/portal/public/SAM?portal:componentId=7cbf8635-61f6-41ff-bfb6-2f54d7... 4/26/2013



## Community Schools, Thriving Students PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

	Addi	tional dima	tions	d related dec		sic Direct		- 1 :6 -		Cotro and a word	1.10	
					cuments are in							
					the contract principal or ma							1.
					uirements (inc							Verification )
					omplete the co							,
	4. Within 2 v	weeks of cro	eating the	e requisition t	the OUSD con	tract origina	tor submits	compl	ete contra	ct packet for	approval to	o Procurement.
	chment				SS Pre-Consu							
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		For All Col	nsultants	: Statement	of qualificatio	ons (organiz	ation): or res	sume	(individua	al consultant).	0)	
		For All Con	nsultants	: Proof of Co	ommercial Ge	eneral Liabil	ity insurance	e nam	ing OUSE	) as an Additi	onal Insu	
					ees: Proof o					Ref. to Sectio	n 10 of th	e Contract)
ous	D Staff Contac	t Emails ab	out this c	ontract should	be sent to: (req	quired) dmo	ren@aspirar	net.or	g			
					Contra	actor Info	mation					1
Con	ractor Name	Aspira	net. dba	Experience			y's Contact	Da	vid Morer	1		
	D Vendor ID					Title		_		School Relatio	ns	
Stre	et Address	3925 N	loriega S	Street		City	San Franc	cisco		State CA	Zip	94122
Tele	phone	(510) 4	195-4966	6		Email	required)	more	n@aspira	net.org		
Con	tractor History	Pr	eviously	been an OU	ISD contracto	or? 🔳 Yes [	No	Wo	orked as a	in OUSD emp	loyee?	] Yes 📕 No
		C	omnens	ation and	Terms – Mu	ust he wit	hin the OU		Rilling G	uidelines		
Anti	in stad stad of										¢	
	cipated start d			04/2012	Date work w		06/01/201	13	Other E	xpenses	\$	
Pay	Rate Per Hou	r (required)	\$ 10.0	0	Number of H	HOUIS (require	d) 50	00.00				
		** ******	-		Bude	get Inform	ation		-			
	lf you are	planning to	multi-func	l a contract us	ing LEP funds,			and Fe	deral Offic	e before compl	etina reaui:	sition.
R	esource #	Resource				Org Key				Object Code		Amount
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_	0000	General P	urpos		1	461110101						0.00
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F	0000 Requisition N			317485			Total Cont			5825	\$	
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