

Board Office Use: Legislative File Info.	
File ID Number	13-1344
Introduction Date	6/26/13
Enactment Number	13L1169
Enactment Date	6-26-13



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To The Board of Education

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

Board Meeting Date
(To be completed by Procurement) 6-26-13

Subject Professional Services Contract -
Alameda Cty Health Care Services: San Leandro CA (contractor, City State)
922/Family, School, and Community Partnerships Department (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and Alameda Cty Health Care Services Agency. Services to be primarily provided to 922/Family, School, and Community Partnersh for the period of 07/01/2013 through 07/19/2013.

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

In April, 2013, the CA Department of Education notified OUSD that our 21st Century Community Learning Center (21st CCLC) grant applications would be awarded funding, beginning in fiscal year 2013-14. OUSD's new grant awards include Supplemental Funding to support summer learning programs, operated in partnership between schools and community organizations. In order to fulfill the grant requirements, OUSD is contracting with existing community partners to provide enhanced and increased summer services at schools that will operate Title 1 funded morning academic programs.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Professional Services Contract between the District and Alameda County Health Care Services Agency, San Leandro, CA, for the latter to enhance the summer learning program at Bret Harte Middle School by providing additional case management and support services over the summer to meet students' social-emotional needs, and prepare incoming 6th graders for transition into middle school; contractor will work in partnership with the regular summer school program and with the lead agency partner to expand and enhance summer enrichment and support services for students for the period of July 1, 2013 through July 19, 2013, in the amount of \$9,773.00.

Recommendation Approval of professional services contract between Oakland Unified School District and Alameda Cty Health Care Services Agency. Services to be primarily provided to 922/Family, School, and Community Partnersl for the period of 07/01/2013 through 07/19/2013.

Fiscal Impact Funding resource name (please spell out) 21st CCLC
not to exceed \$ 9,773.00

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 2013-2014

This Agreement is entered into between the Oakland Unified School District (OUSD) and Alameda City Health Care Services Agency (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:** 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 07/01/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,500, whichever is later. The work shall be completed no later than 07/19/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Nine Thousand, Seven Hundred, Seventy Three Dollars (\$9,773.00). 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:

OUSD Representative:

Name: Julia Ma
Site /Dept.: 922/Family, School, and Community Partnerships De
Address: 746 Grand Avenue
Oakland, CA 94610
Phone: (510) 273-1541

CONTRACTOR:

Name: Alex Briscoe
Title: Director
Address: 1000 San Leandro Boulevard, Suite 300
San Leandro CA 94577
Phone: (510) 667-7990

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: AB

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.** O USD 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: 07/01/2013 Work shall be completed by: 07/19/2013 Total Fee: \$ 9,773.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee


Secretary Board of Education

6/27/13
Date

6/27/13
Date

CONTRACTOR


Contractor Signature

Alex Briscoe
Print Name, Title

5/31/13
Date

Director

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.

Approval by the Board of Education of a Professional Services Contract between the District and Alameda County Health Care Services Agency, San Leandro, CA, for the latter to enhance the summer learning program at Bret Harte Middle School by providing additional case management and support services over the summer to meet students' social-emotional needs, and prepare incoming 6th graders for transition into middle school; contractor will work in partnership with the regular summer school program and with the lead agency partner to expand and enhance summer enrichment and support services for students for the period of July 1, 2013 through July 19, 2013, in the amount of \$9,773.00.

SCOPE OF WORK

Alameda Cty Health Care Services Agency will provide a maximum of _____ hours of services at a rate of \$_____ per hour for a total not to exceed \$9,773.00. Services are anticipated to begin on 07/01/2013 and end on 07/19/2013.

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.

This contractor will work in partnership with the Title 1-funded morning summer school program and the afternoon lead agency partner to provide additional support services for students over the summer, including case management services, student groups, and mentoring. Program activities will be based on youth development best practices, and will be modeled after successful school year support services provided by the contractor. Participating students will be able to experience a comprehensive, full day, 6 hour summer learning opportunity as a result of the partnership between the contractor, the morning summer school program, and the afternoon enrichment program. The contractor's specific summer program activities are outlined in the attached Summer Program Plan.

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.

Summer learning programs are critical in countering summer learning loss in students. Students will greatly benefit from the opportunity to participate in a full 6-hour summer learning program offered in partnership with the school and community organization. The summer learning program will provide students with a safe and supportive place to spend their summer. Students' physical and social-emotional health and well-being will be supported through the summer program's academic, enrichment, and support services. As a result of the summer learning program, students will return to school in the fall feeling more engaged in learning, more connected to the school community, and less affected by summer learning loss. As a result, students will be more prepared to engage in a new school year of learning and more ready to attend school on a daily basis.

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.
-

21ST CENTURY SUMMER AND SUPPLEMENTAL BUDGET PLANNING SPREADSHEET
 ELEMENTARY & MIDDLE SCHOOLS 04 2013

Number of Summer Program Days:	18	Ave # of anticipated students served per day for summer program	42	Total funds for summer	11340
Number of Supplemental Program Days (including weekends intersession, and non-school days)	0	Ave # of anticipated students served per day for Supplemental Program Days	0	Total funds for Supplemental Days	0

Site Name: <i>21st Century Learning Center</i>		Site Number: <i>00000000</i>		21CCLC SCHOOL		Fees		TOTAL (GRANT) ALLOCATION	
		\$11,340		\$0		\$0		\$0	
CENTRAL COSTS (INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES)									
Supplies		\$0							
LEAD AGENCY admin - evaluation and training/technical assistance costs		\$0							
Contractual - Lead Agency & Title I		\$0							
TOTAL SITE ALLOCATION		\$0							
CERTIFICATED PERSONNEL									
Academic/Classroom Quality Summer Instructional Personnel		\$0							
Instructional Personnel - Extended Instruction (including ELA, academic interventions, summer, core academic enrichment)		\$0							
Instructional Personnel - Extended Instruction (including ELA, academic interventions, summer, core academic enrichment)		\$0							
Instructional Personnel - Extended Instruction (including ELA, academic interventions, summer, core academic enrichment)		\$0							
TOTAL CERTIFICATED PERSONNEL		\$0							
CLASSIFIED PERSONNEL									
LEAD AGENCY staff here if non-lead employee		\$0							
Other Classified		\$0							
TOTAL CLASSIFIED PERSONNEL		\$0							
BENEFITS									
Employee Benefits for Additional Time (Summer) (for salaries plus overtime, vacation, overtime)		\$0							
Employee Benefits for Summer Employees (if any)		\$0							
Lead Agency benefits (rate 25%)		\$0							
TOTAL BENEFITS		\$0							
BOOKING/STORAGE									
Supplies (can be purchased by lead agency for summer supplemental programming)		\$76							
Curriculum		\$0							
Field Trips		\$0							
Equipment (OUSD only)		\$0							
Bus tickets for students		\$0							
TOTAL BOOKS AND SUPPLIES		\$76							
CONTRACTED SERVICES									
Summer Case Management Services to Students		\$0,393							
TOTAL CONTRACTED SERVICES		\$0,393							
IN-RIND DIRECT SERVICES									
TOTAL IN-RIND DIRECT SERVICES		\$0							
LEAD AGENCY ADMINISTRATIVE COSTS									
Lead Agency admin (4% max of total contracted \$)		\$304							
SUBTOTALS									
PROGRAM DIRECT SERVICE		\$299		\$9,393		\$0		\$0	
Substance Administration		\$1,397		\$304		\$0		\$0	
TOTALS									
Total Available for Program		\$1,696		\$9,393		\$0		\$0	
Total Available for Program		100		100		100		100	
BALANCE remaining to allocate		\$0		\$0		\$0		\$0	
TOTAL GRANT AWARD ALLOCATION TO SITE		\$11,340		\$0		\$0		\$0	

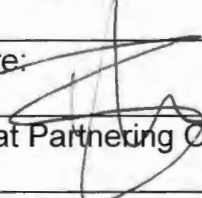
Approved Signature for Budget Approval
 Date: 5/16/13
 Summer
 [Signature]
 5/13/13

**OUSD 21ST CENTURY COMMUNITY LEARNING CENTER (21ST CCLC)
SUMMER AND SUPPLEMENTAL PROGRAM PLANNING TEMPLATE
SUMMER 2013**

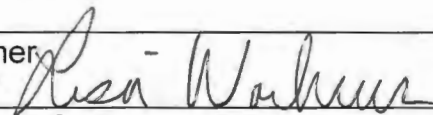
SECTION 1: School Site Information

School Site: BRET HARTE

Date: 5/10/13

Principal Signature: 

Summer Partner:

Signature: 

Name(s) of Staff at Partnering Organization Providing Summer Direct Services:

SECTION 2: Learning Goals of Summer Program and intended impacts for participating students.

Indicate which OUSD Summer Learning Goals will be supported with this program (select at least one goal for each of the three categories below):

Academics:

- Participants understand how reading, writing and math apply to daily life.
- Participants improve their organizational skills.

Physical Activity:

- Participants are physically active and experience at least 30 minutes of moderate to vigorous activity daily.
- Participants learn ways to maintain good health and well-being over the summer.

Social/Emotional:

- Participants feel safe.
- Participants have a sense of belonging to the program.
- Participants have supportive relationships with adults.
- Participants experience positive social interactions with peers and caring adults.
- Participants transitioning to a new school become familiar with the new school's culture, rules, and students.

Identify any other learning goals your program will focus on this summer:

SECTION 3: SUMMER CALENDAR and DAILY PROGRAM SCHEDULE

Summer enrichment programs will augment and complement OUSD morning academic summer learning programs to provide students with a full day 6 hour day of summer learning for 4 weeks of the summer.

Submit summer calendar and daily summer program schedule as an attachment.

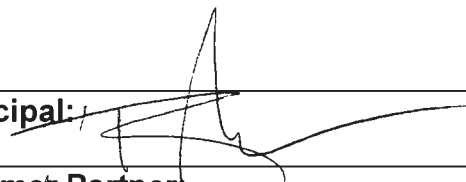

SECTION 4: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

Enrichment activities can provide students with the opportunity to apply their classroom learning in a real, hands-on way. Enrichment activities can intentionally and creatively build skills that support students' success in school and in life. Enrichment activities often support school goals for health and wellness, positive school climate, arts learning, and student engagement.

Summer Programs should provide students with both enrichment opportunities, and at least 30 minutes of moderate to vigorous physical activity daily. Please described planned enrichment and physical activities

Type of Enrichment	Description of Program/Activity	Targeted Skills	Measurable Outcome
Group sessions	Social skills groups with clinical case manager for students identified as needing social skills and conflict resolution support.	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	
School Community Induction	Using resources developed through PBIS implementation planning, case manager will assist in lessons and activities related to teaching students about key school values of respect, resilience, and hard work.	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social Skills/Conflict Res. <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	
Individual Case Management	For students identified as in need of intensive supports, clinical case manager will either being services or broker services to ensure smooth transition into middle school.	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input checked="" type="checkbox"/> Other (specify): Transition support	
		<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify)	

		<input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	
<p>SECTION 5 : Coordination with Morning program and Other Service Providers The 21st Century grant funds will allow schools to expand their Title 1-funded morning summer academic programs with an additional 3 hours of afternoon enrichment and physical activity, providing students with a full-day, 6 hour summer learning program. To ensure a seamless program for students and families, school leadership and after school partners should work closely together to plan an integrated full day program. Additionally, summer programs should leverage additional community resources to meet the holistic needs of students and families over the summer.</p>			
<p>Identify how you plan to work with the site administration to organize a program that will seamlessly transition students from the morning to afternoon programming.</p>	<p>Clinical case manager already working closely with site administration as well as summer site coordinator through COST process and PBIS implementation planning.</p>		
<p>Identify ways in which you will intentionally bridge the communication between the morning and afternoon programs.</p>	<p>Focal point of each summer school day will be community time where school day and after school agency staff overlap with students and activities revolve around community building and school values.</p>		
<p>List key community partners whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>Alameda County currently provides comprehensive case management serving students throughout the regular school year. This proposal would extend that partnership through the summer program.</p>		
<p>Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively</p>	<p>Clinical case manager will coordinate with two full time clinicians from Fred Finch Youth Center as well family resource center coordinator and other community partners.</p>		

collaborate with to accomplish the goals of your program.	
Section 6: Summer Program Expectations	
Please review the following summer program requirements:	
<p>21st Century Supplemental grant funds will augment Title 1 school funds to provide students with a full day, 6-hour program over the summer. Students must participate in both the morning and afternoon components of the program which will run from 8:30 am- 3:15pm. OUSD summer programs will operate from June 24, 2013 - July 19, 2013 (programs will be closed for July 4th holiday). There must be a 20:1 student to teacher ratio that is maintained throughout the program. The Afternoon Enrichment program will be carried out by the Lead Agency partner from 12:30 - 3:15 pm daily. The building must be empty of students and staff by 3:45pm so that the custodian will lock the building at 4pm. All Supplemental programs, including summer programs, must comply with the same grant requirements that apply to ASES and 21st Century after school programs.</p>	
Section 7: Supplemental Programming during the School Year (Weekends, Intercession, and other Non-School Days)	
If your school plans to utilize 21 st Century Supplemental grant funds during the school year to provide programming during the weekends, intercession breaks, or other non-school days, please describe Supplemental Program Plans, including number of days of Supplemental programming, and anticipated average daily attendance numbers:	
Signature of Principal: 	Date: 5/28/13
Signature of Summer Partner: 	Date: 5/13/2013

2013 Summer Schedule for Cynthia

↓ The following services will be provided during summer school from: July 1-July 19th, 2013 between 8am and 4pm.

	Monday	Tuesday	Wednesday	Thursday	Friday
8:00-9:00	Return parent phone-call, emails, follow-up with referrals				
9:00-10:00	Individual or Group or Family				
10:00-11:00					
11:00-12:00					
12:00-12:30	Lunch				
12:30-1:30	Case-management and Drop-in				
1:30-2:30					
2:30-4:00	Notes				

Individual=Individual Therapy

Group =Group Therapy or Social Skills Groups

Family=Family Therapy

Case-management=Home visits, Referrals to community agencies w/ support to access services, parent meetings, school staff consultation, classroom observation,

Drop-in=Individual check-in w/ students who are not full clients but need support

Notes=progress notes



County of Alameda
Risk Management Unit
125 - 12th Street, 3rd Floor
Oakland, CA 94607
(510) 272-6920

Certificate Holder:
Oakland Unified School District
746 Grand Avenue
Oakland, CA 94610

This is to certify that the County of Alameda is self-insured for the following coverages:

Types of Coverage	Self-Insured Limits
General Liability Personal injury, bodily injury, property damage, employment, environmental, errors and omissions	\$1,000,000 per occurrence
Automobile Liability: Vehicles owned, non-owned, hired	\$1,000,000 per occurrence
Workers Compensation/Employers Liability	WC: \$3 Million SIR / Statutory EL: \$3M/\$5M
Special Terms and Conditions 1. It should be expressly understood that the intent of the insurance evidenced herein follows the provisions of the policies and regulations of the County of Alameda. That it does not permit any assumption of liability, which does not result from and that is not caused by the negligent acts or omissions of its officers, agents, employees or other persons under its direction and control. Any indemnification or hold harmless clause with broader provisions than required under such policies and regulations shall invalidate this certificate. 2. This certificate confirms coverage for Alameda County Health Care Service Clinical Case Managers to provide mental health counseling, training and consultation to staff at two school sites as well as provide medical, mental health, health education and youth development services. The contract commenced July 1, 2012 and ends June 30, 2013. OUSD is an additional insured, but only in connection with this contract. 3. This provision shall apply to claims, costs, injuries or damages but only in proportion to and to the extent such claims, costs, injuries or damages are caused by or result from the negligent acts or omissions of the County of Alameda, its officers, agents, employees or other persons under its direction and control.	

Should any of the above described programs of self-insurance be modified or canceled before the expiration date shown below, the County of Alameda will provide 30 days written notice to the named Certificate Holder.

DATE ISSUED: January 30, 2013
CERTIFICATE EXPIRE: June 30, 2013 (midnight)

Signed: Karen Caoile
Karen Caoile, Sr. Risk and Insurance Analyst

Requesting Dept: C. Yale, HCSA

CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

MMI-41	CERTIFICATE OF COVERAGE	09/21/2012
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<p>CSAC Excess Insurance Authority C/O ALLIANT INSURANCE SERVICES, INC. P.O. BOX 6450 NEWPORT BEACH, CA 92658-6450 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE NO: 0C36861</p>	<p>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 BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p> <p>COVERAGE AFFORDED BY A CSAC Excess Insurance Authority</p>
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<p>MEMBER ALAMEDA COUNTY ATTN: KAREN CAOILE 125 - 12TH STREET, 3RD FLOOR OAKLAND, CA 94607</p>	<p>COVERAGE AFFORDED BY B</p> <p>COVERAGE AFFORDED BY C</p> <p>COVERAGE AFFORDED BY D</p>
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Coverages
 THIS IS TO CERTIFY THAT THE MEMORANDUM OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE 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 COVERAGE AFFORDED BY THE MEMORANDUM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	Medical Professional Services Limited General Liability	EIA 10 M1 CM 01	10/01/2012	10/01/2013	POOL LAYER - CLAIMS MADE \$ 1,500,000 PER MEDICAL EVENT, EVENT OR OFFENSE EXCESS OF MEMBER'S SELF-INSURED RETENTION; NO AGGREGATE
		EIA 10 M1 OCC 01	10/01/2012	10/01/2013	REINSURANCE LAYER - OCCURRENCE \$10,000,000 MEDICAL PROFESSIONAL SERVICES PER MEDICAL EVENT PER MEMBER AND ANNUAL AGGREGATE PER MEMBER EXCESS OF POOL LAYER AND MEMBER'S SELF-INSURED RETENTION \$10,000,000 LIMITED GENERAL LIABILITY PER EVENT, OFFENSE OR ANY COMBINATION THEREOF PER MEMBER AND ANNUAL AGGREGATE PER MEMBER EXCESS OF POOL LAYER AND MEMBER'S SELF-INSURED RETENTION \$25,000,000 ANNUAL PROGRAM AGGREGATE LIMIT FOR ALL MEMBERS AND COVERAGES COMBINED SUBJECT TO A \$100,000 SELF-INSURED RETENTION PER MEDICAL EVENT, EVENT OR OFFENSE

Description of Operations/Locations/Vehicles/Special Items:
 AS RESPECTS MASTER AGREEMENT BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND ALAMEDA COUNTY FOR SCHOOL-BASED SUPPORT SERVICES.

<p>Certificate Holder</p> <p>OAKLAND UNIFIED SCHOOL DISTRICT 495 JONES AVENUE OAKLAND, CA 94603</p>	<p>Cancellation SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"></p> <p style="text-align: center;">CSAC EXCESS INSURANCE AUTHORITY</p>
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DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.



Alameda County Health Care Services Agency
Center for Healthy Schools and Communities

Agency Description/Statement of Qualifications

The **Center for Healthy Schools and Communities** (CHSC) fosters the academic success, health, and well being of Alameda County youth by building universal access to high quality supports and opportunities in schools and neighborhoods. We value empowering families and youth, growing the capacity of communities to affect change, and building strategic partnerships that link health and education institutions to achieve equity. CHSC has strengthened schools' ability to offer high quality, culturally responsive behavioral health care supports by building and strengthening services at 160 schools in 16 Alameda County school districts.

Our Kids Our Families is a program of the CHSC, which promotes the healthy social-emotional development of all students and addresses behavioral health-related barriers to learning. As schools focus on developing a strong curriculum, effective teaching, and an environment conducive to learning, our program complements and strengthens this foundation by increasing student resilience and decreasing risk factors of school failure. Examples of activities include: universal preventive behavioral health services, school climate enhancement initiatives, and targeted or intensive behavioral health services and supports.

Search Results

Current Search Terms: alameda* county* health* Care* services* agency*

Your search for "Alameda* County* Health* Care* Services* Agency*" returned the following results...

Entity	ALAMEDA, COUNTY OF	Status: Active
DUNS: 786370577	CAGE Code: 4EL80	View Details
Has Active Exclusion?: No	DoDAAC:	

SAM | System for Award Management 1.0

IBM v1.970.20130522-1640

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



PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2013-2014

Basic Directions

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

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

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

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

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

Contractor Information

Contractor Name	Alameda Cty Health Care Services Agency	Agency's Contact	Alex Briscoe			
OUSD Vendor ID #	V052939	Title	Director			
Street Address	1000 San Leandro Boulevard	City	San Leandro	State	CA	Zip 94577
Telephone	(510) 667-7990	Email (required)	Alex.Briscoe@acgov.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	07/01/2013	Date work will end	07/19/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$	Number of Hours (required)			

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
4124	21st CCLC		5825	\$ 9,773.00
			5825	\$
			5825	\$
Requisition No. (required)			Total Contract Amount	\$ 9,773.00

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Julia Ma	Phone	(510) 273-1541
	Site / Department	922/Family, School, and Community Partnerships Department		Fax	(510) 273-1551
	Signature	<i>Julia Ma</i>		Date Approved	5-31-13
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"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature	<i>John McElmoot</i>		Date Approved	5-31-13
	Signature (if using multiple restricted resources)	<i>renee.mcmearn</i>		Date Approved	5/31/13
3.	Regional Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>Curtis Saubert</i>		Date Approved	6.3.13
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations				Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000
	Signature	<i>Maria Santos</i>		Date Approved	6-12-13
5.	Superintendent, Board of Education <i>Signature on the legal contract</i>				
Legal Required if not using standard contract		Approved	Denied - Reason	Date	
Procurement	Date Received		PO Number		

