

Board Office Use: Legislative File Info.	
File ID Number	11-3179
Introduction Date	
Enactment Number	
Enactment Date	



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) _____

Subject Professional Services Contract -
 Citizens Concerned for Parolees Oakland CA (contractor, City State)
 922/ Family Schools Community Partnership (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Citizens Concerned for Parolees. Services to be primarily provided to 922/ Family Schools Community Partnership for the period of 11/01/2011 through 06/30/2012.

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

R.E.A.L. Choices, a program of Citizens Concerned for Parolees, has been identified as a leader in gang intervention for African American and Latino students in East Oakland. Havenscourt Campus, housing ROOTS and CCPA has seen an escalation in gang recruitment, affiliation, membership, and violence on recent months, warranting targeted interventions including case management, mentorship, education, and counseling for students at-risk. REAL Choices has both the capacity and expertise to fill this gap in services for male and female students and their families through available funding under the Atlantic Philanthropies-Elev8 Initiative.

Discussion
One paragraph summary of the scope of work.

Ratification by the Board of Education of a Professional Services Contract between the Oakland Unified School District and Citizens Concerned for Parolees, R.E.A.L. Choices, Pinole, CA, for the latter to provide a minimum of one male and one female case manager for a total of 700 hours of intensive case management services for up to 45 Havenscourt students - 30 male and 15 female, and their families, targeting gang prevention and intervention through individual and group support, family outreach and education, for the period of November 1, 2011 through June 30, 2012, in an amount not to exceed \$35,000.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and Citizens Concerned for Parolees. Services to be primarily provided to 922/ Family Schools Community Partnership for the period of 11/01/2011 through 06/30/2012.

Fiscal Impact Funding resource name (please spell out) Atlantic Philanthropies / Elev8 Initiatives not to exceed \$35,000.00

Attachments

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

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**OAKLAND UNIFIED
SCHOOL DISTRICT**

PROFESSIONAL SERVICES CONTRACT 2011-2012

This Agreement is entered into between the Oakland Unified School District (OUSD) and Citizens Concerned for Parolees (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:** CONTRACTOR shall provide the services described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").
2. **Terms:** CONTRACTOR shall commence work on 11/01/2011, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/30/2012.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed THIRTY-FIVE THOUSAND Dollars (\$ 35,000.00). 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: 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.

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:* N/A which shall not exceed a total cost of \$ 0.00.
6. **CONTRACTOR Qualifications / Performance of Services.**

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

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

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

Professional Services Contract

OUSD Representative:

Name: Andrea Bustamante
Site /Dept.: 922/ Family Schools Community Partnership
Address: 495 Jones Avenue
Oakland, CA 94603
Phone: 639-3336

CONTRACTOR:

Name: Vernell Crittendon Jr.
Title: Executive Director
Address: 12500 Campus Drive, Suite P-100
Oakland CA 94619
Phone: (510) 685-4325

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: VMC

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

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

Professional Services Contract

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

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

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

Summary of terms and compensation:

Anticipated start date: 11/01/2011 Work shall be completed by: 06/30/2012 Total Fee: \$35,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

Mario Santos
 President, Board of Education
 Superintendent or Designee

Secretary, Board of Education

2-20-2012
Date

Date

CONTRACTOR

Vernell Crittendon Jr. 11-18-11
Contractor Signature Date

Vernell Crittendon Jr. Executive Director
Print Name, Title

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Ratification by the Board of Education of a Professional Services Contract between the Oakland Unified School District and Citizens Concerned for Parolees, R.E.A.L. Choices, Pinole, CA, for the latter to provide a minimum of one male and one female case manager for a total of 700 hours of intensive case management services for up to 45 Havenscourt students - 30 male and 15 female, and their families, targeting gang prevention and intervention through individual and group support, family outreach and education, for the period of November 1, 2011 through June 30, 2012, in an amount not to exceed \$35,000.00.

SCOPE OF WORK

Citizen Concerned for Parolees will provide a maximum of 700.00 hours of services at a rate of \$ 50.00 per hour for a total not to exceed \$35,000.00. Services are anticipated to begin on 11/01/2011 and end on 06/30/2012.

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

The R.E.A.L.(Reaching Expanding Adolescent Lives) Choices program will provide intensive case management services for up to 45 Havenscourt students with a target population of 30 males and 15 females over the 2011-2012 school year. R.C. staff will coordinate with site staff and leadership to schedule and hold weekly support groups and individual pull-out during non-academic school time. Individual and group interventions will not to interfere with academic learning time, but will be designed to remove barriers to learning posed by gang involvement and community violence. Outreach and service delivery will be provided in both English and Spanish and will target students from both Roots an CCPA and their families.

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.

R.E.A.L. Choices will intervene with 45 students who are at risk for or actively gang affiliated, who are at high risk for truancy and school drop out, and who face a variety of barriers to learning and achievement related to community violence. Services to be provided to the identified students will include mentoring and other incentives for 95% or more school attendance and increased GPA. Participating students will be provided with targeted strategies and tools for developing leadership skills including self-definition of their role in society, increased capacity for accountability and responsibility, and motivation to achieve. Students receiving targeted and intensive case management will have access to education and support for healthy decisions related to gangs, drug abuse, peer pressure, truancy, community violence, victimization/bullying, goal-setting and effective decision-making.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- | | |
|---|---|
| <input type="checkbox"/> Ensure a high quality instructional core | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input checked="" type="checkbox"/> 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.
-

Insight and Wisdom

Wisdom is the principal thing; therefore get wisdom, and with all thy getting, get understanding. (Proverbs 4:7)

If the future is faced with intelligence and courage, history need not be repeated! In order for our youth to make informed decisions, they must be equipped with as much insight and as many useful tools as possible.



Program Graduation Ceremony

Our Vision is developing and harnessing the leadership potential of young people through providing comprehensive intervention programs.

Tomorrow's Leaders



R.E.A.L. Choices Program Graduates



▶ Vernell Crittendon, Jr.
Executive Director/Co-founder
Merritt College
12500 Campus Drive, Suite P-100
Oakland, CA 94619

Phone: 510.685.4325
Fax: 510.724.6255
E-mail: vernell@realchoices.us

R.E.A.L. Choices

Reaching Expanding Adolescent Lives

Serving the Bay Area Since 2001



Putting Education To Work

A division of
Citizens Concerned for Parolees
501(c)3 Non-Profit

Life Revolves Around Choices

R.E.A.L. Choices (Reaching, Expanding Adolescent Lives) is dedicated to ensuring that our youth and young adults have a comprehensive understanding of their innate potential.



Lonnie Morris, Co-founder

Effective Strategies

REAL Choices Facilitators provide youth with strategies and tools for dealing with a variety of contemporary issues.

- ⊖ Gangs
- ⊖ Drug Abuse
- ⊖ Peer Pressure
- ⊖ Truancy
- ⊖ Community Violence
- ⊖ School Violence
- ⊖ Victimization/ Bullying
- ⊖ Criminal Thinking

R.E.A.L. Choices

Only YOU Can Change Your Life...

Developing *Critical Thinking Skills* provides an increased ability to negotiate the hazards inherent in our communities, on our streets, and in our schools.

REAL Choices Facilitators, utilizing their own real-life experiences and impress upon young people realities of adult life and the consequences of *life-altering decisions*.

...No One Can Do It For You.

Our Facilitators are trained by acknowledged Subject Matter Experts in various aspects of juvenile development, thereby giving our dedicated men and women the tools they need to effectively deliver the REAL Choices Message



R.E.A.L. Choices San Quentin Facilitators

Program Phases

The youth will participate in guided discussions about the complex issues they face on a daily basis.

Phase I

Ten Sessions designed to develop critical thinking skills.

Phase II

Ten Sessions on Drug and Alcohol Abuse, and school issues.

Phase III

Ten Sessions dealing with Gang Involvement and Anger Management.



Accredited by the American Probation and Parole Association (APPA)

Curricula designed by the National Curricula and Training Institute (NCTI)

**R.E.A.L. (Reaching Expanding Adolescent Lives) CHOICES
Proposal to ELEV8 Initiative at the Havenscourt Campus
For Gap Mental Health Services 2011-2012**

R.E.A.L. Choices (R.C.) program will provide intensive case management services for up to 45 Havenscourt students with a target population of 30 males and 15 females over the 2011-2012 school year. R.C. staff will coordinate with teachers and principals to coordinate best times to hold weekly support groups and individual pull-out during non-academic school time. Frequency and scheduling of individual and group student interventions to be determined with site administrators so as not to interfere with academic learning time. Outreach and service delivery will target students from both Roots and CCPA.

Case management services will include family support and engagement, mentorship, and consistent ongoing individual support for students based on both R.E.A.L. Choices staff assessment of needs and discussions with Havenscourt staff, teachers, and principals.

Provide a minimum of 1 female and 1 male staff will be present at Havenscourt campus 4 times per week. Staff will act as responsible, caring adult mentors for students. R.C. staff will offer both individual and group case management support to students on a regular weekly schedule, as determined by administrators.

R.E.A.L. (Reaching Expanding Adolescent Lives) CHOICES
Proposal to ELEV8 Initiative at the Havenscourt Campus
For Gap Mental Health Services 2011-2012

MISSION STATEMENT: R.E.A.L. Choices, Reaching Expanding Adolescent Lives, is dedicated to ensuring that youth and young adults are supported in understanding their potential. We expose them to a broader set of realities to develop the ability to think critically regarding personal and community experiences. Creating an outcome for youth that builds the capacity to transform experiences of trauma and oppression into opportunities for positive personal changes.

Agency Objectives:

- Provide a safe and nurturing environment conducive to breaking the cycle of dysfunctional thinking.
- Development of a healthier thought process, such as self-definition of their role in society.
- Promotion of Accountability and Responsibility.
- Motivate students to identify and make careful choices, keeping in mind that unhealthy decisions are followed by life altering consequences.
- Putting education to work by contributing to the decline in truancy.
- Offer educational experiences demonstrating that a coalition of concerned adults realizes every young person has the right to live a productive and inspired life. The focus is the need for education, which can bring wisdom and with that empowerment.

Service Overview

R.C. has been a founding partner in the Elev8 History of Gangs programming. R.C. proposes to leverage its existing resources and relationships with students, families, and school staff to provide more intensive services for this high need population.

R.E.A.L. Choices (R.C.) program will provide intensive case management services for up to 45 Havenscourt students with a target population of 30 males and 15 females over the 2011-2012 school year. R.C. staff will coordinate with teachers and principals to coordinate best times to hold weekly support groups and individual pull-out during non-academic school time. Frequency and scheduling of individual and group student interventions to be determined with site administrators so as not to interfere with academic learning time. Outreach and service delivery will target students from both Roots and CCPA.

Case management services will include family support and engagement, mentorship, and consistent ongoing individual support for students based on both R.E.A.L. Choices staff assessment of needs and discussions with Havenscourt staff, teachers, and principals.

Students will be selected from both the CCPA and Roots student body with input from school administrators and stakeholders working directly with target population to ensure that services are reaching the students most in need on the Havenscourt campus.

Services will be provided by R.C. staff who are culturally competent, including at least one staff member who is native Spanish speaker, and gender specific workshops will be led by female or male staff as appropriate. Staff will be experienced working in gang intervention services and case management for at risk youth.

R.C. Founder, Vernell Crittendon will be responsible for both delivery of services and oversight of R.C. staff. Vernell will be primary contact between school-based staff and Principals, Elev8 Project Coordinator, Safe Passages and OUSD Mental Health Gap Services Coordinator.

Student Service Delivery

- Provide a minimum of 1 female and 1 male staff will be present at Havenscourt campus 4 times per week. Staff will act as responsible, caring adult mentors for students. R.C. staff will offer both individual and group case management support to students on a regular weekly schedule, as determined by administrators.
- Provide support to school community, aligning work with both school cultures and norms as iterated by administrators. Additionally, R.C. staff will be on call as needed to provide additional grief support and counseling for crisis support to broader school community at Principal's request.

Coordination and Communication with School Based Staff

- Participate in Coordination of Services Team meetings and Partner Meetings on a regular basis. R.C. Staff will refer students and/or parents as necessary to COST as well as provide supportive services for any COST referrals to R.C.
- Communicate regularly with both Principals to ensure effective service delivery.
- Create regular progress reports for Principals, OUSD Mental Health Gap Services Coordinator and partners (frequency tbd) about student numbers served, client progress, and programmatic successes/challenges.
- Work closely with Elev8 Project Coordinator to monitor students' behavioral progress, attendance and academic achievement. Report challenges to Principals, Safe Passages and OUSD Mental Health Gap Services Coordinator.
- Work with Elev8 Project Coordinator and school-based staff to ensure that all proper documentation is recorded and submitted to proper authorities on a timely basis including consent forms.
- Report behavioral or student safety issues to appropriate school-based staff and administration to ensure healthy communication, especially regarding student safety and well-being.

Parent/Family Engagement Component

- Incorporate and invite parents into History of Gangs curriculum, as appropriate. (For instance, this year there is a new parent component of the H.O.G. curriculum, including an opening session focusing on parents' firsthand experiences as Salvadoran immigrants affected by the war and gang problems in their home country. This allows for interactions and storytelling discourse between parents and students that can begin at school but continue at home).
- Work closely with Elev8 Project Coordinator and Family Advocate to ensure that family needs are being met and refer families to Coordination of Services Team, as appropriate.
- Work strategically with partners and school-based staff to outreach to families. Outreach efforts may include phone calls, home visits, meet and greets on school campus.
- Support parent participation at H.O.G. student recognitions and end of the year celebration.



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 01-23-2012

GROUP:
POLICY NUMBER: 9002967-2012
CERTIFICATE ID: 1
CERTIFICATE EXPIRES: 01-07-2013
01-07-2012/01-07-2013

OAKLAND UNIFIED SCHOOL DISTRICT
1025 2ND AVE
OAKLAND CA 94606-2212

NB

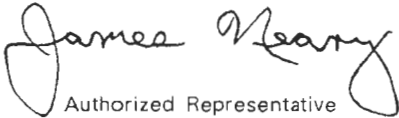
1390 INTERNATIONAL BLVD
OAKLAND
CA 94606

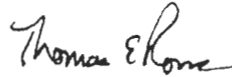
This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


Authorized Representative


President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

R.E.A.L. CHOICES (A NON PROFIT ORG) DBA: NB
R.E.A.L. CHOICES
1177 RISING GLEN RD
PINOLE CA 94564

[TXR,CN]

PRINTED : 01-23-2012

ACORD

TM.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2011

PRODUCER Phone: 510-465-3993 Fax: 510-465-5566
KHOE & ASSOCIATES INSURANCE SERVICES
 328 15TH ST.
 OAKLAND CA 94612

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Agency Lic#: 0D06528

INSURERS AFFORDING COVERAGE**NAIC #**

INSURED
CITIZENS CONCERNED FOR PAROLEES
 C/O VARNELL M. CRITTENDON, JR.
 1177 RISING GLEN RD.
 PINOLE CA 94564

INSURER A: **THE HARTFORD****WC**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	57SBMBB5512	11/08/11	11/08/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$ 10,000
	<input type="checkbox"/>					PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/>					GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/>					GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>	PRODUCTS-COMP/OP AGG.
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE	\$
						E.L. DISEASE-POLICY LIMIT	\$
		OTHER:					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS
 THE OAKLAND UNIFIED SCHOOL DISTRICT IS NAMED AS AN ADDITIONAL INSURED WITH RESPECT TO CONTRACT FOR SERVICES (MANAGEMENT CONSULTANT).

10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER**CANCELLATION**

THE OAKLAND UNIFIED SCHOOL DISTRICT
 1025 2ND AVENUE
 RISK MANAGEMENT DEPT. ROOM 115A
 OAKLAND CA 94606

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Attention:

PETER C. FONG

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

Basic Directions

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

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

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
- For individual consultants: Proof of negative tuberculosis status within past 4 years
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
- For All Consultants with employees: Proof of workers compensation insurance

OUSD Staff Contact *Emails about this contract should be sent to:* sheila.clark@ousd.k12.ca.us

Contractor Information

Contractor Name	Citizens Concerned for Parolees	Agency's Contact	Vernell Marvin Crittendon, Jr.		
OUSD Vendor ID #	1005506	Title	Executive Director		
Street Address	12500 Campus Drive, Suite P-100	City	Oakland	State	CA Zip 94619
Telephone	(510) 685-4325	Email	vbvcrittendon@yahoo.com		
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	11/01/2011	Date work will end	06/30/2012	Other Expenses	
Pay Rate Per Hour (required)	\$ 50.00	Number of Hours	700.00	Total Contract Amount	\$ 35,000.00

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
9196	Atlantic Philanthrc	9221215202	5825	\$ 35,000.00
			5825	\$
			5825	\$
Requisition No.	R0202143		Total Contract Amount	\$ 35,000.00

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Andrea Bustamante	Phone	639-3336
	Site / Department	922/ Family Schools Community Partnership		Fax	639-4807
	Signature	<i>Andrea Bustamante</i>		Date Approved	
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Complementary Learning / After School Programs				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
3.	Regional Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>Curtis Saub</i>		Date Approved	2/2/12
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations				<input type="checkbox"/> Consultant Aggregate Under \$50,000
	Signature	<i>Maria Santos</i>		Date Approved	2-20-2012
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	P1205943	

