

Board Office Use: Legislative File Info.	
File ID Number	13-1345
Introduction Date	6/26/13
Enactment Number	13-1170
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 -
Safe Passages Oakland 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 Safe Passages. Services to be primarily provided to 922/Family, School, and Community Partnerships 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 FY 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 after school lead agency partners to provide enhanced and increased summer services at schools that will operate Title 1 funded morning academic programs. The community partner will provide an additional 3 hours of afternoon enrichment so students can participate in a full day, 6 hour program.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Professional Services Contract between the District and Safe Passages, Oakland, CA, for the latter to work in partnership with the regular summer school program at Edna Brewer Middle School to expand and enhance summer enrichment and support services for students; contractor will work collaboratively with the summer school to provide afternoon enrichment, physical activity, and support services, enabling students to participate in a full 6-hour, daily summer learning program for the period of July 1, 2013 through June 30, 2014, in an amount not to exceed \$18,583.00.

Recommendation Approval of professional services contract between Oakland Unified School District and Safe Passages. Services to be primarily provided to 922/Family, School, and Community Partnerships for the period of 07/01/2013 through 07/19/2013.

Fiscal Impact Funding resource name (please spell out) 21st CCLC
not to exceed \$ 18,583.00

- 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 Safe Passages (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 Eighteen Thousand, Five Hundred Eight Three Dollars (\$18,583.00). 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: Josephina Alvarado-Mena
Title: Executive Director
Address: 250 Frank H. Ogawa Plaza, Suite 6306
Oakland CA 94612
Phone: (510) 238-6368

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

8. Invoicing

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

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

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

10. Insurance:

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

Check one of the boxes below:

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

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

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

OR

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

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

Professional Services Contract

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

Contractor initial: 

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

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** 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: \$ 18,583.00

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

5/31/13

 Date

Josephina Alvarado-Mena

 Print Name, Title

Executive 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 Safe Passages, Oakland, CA, for the latter to work in partnership with the regular summer school program at Edna Brewer Middle School to expand and enhance summer enrichment and support services for students; contractor will work collaboratively with the summer school to provide afternoon enrichment, physical activity, and support services, enabling students to participate in a full 6-hour, daily summer learning program for the period of July 1, 2013 through June 30, 2014, in an amount not to exceed \$18,583.00.

SCOPE OF WORK

Safe Passages will provide a maximum of _____ hours of services at a rate of \$ _____ per hour for a total not to exceed \$18,583.00. 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 in order to provide an additional three hours of afternoon enrichment, including physical activity, and other summer learning opportunities for students. Program activities will be based on youth development best practices, and will be modeled after successful after school enrichment services provided by the contractor. Participating students will be able to experience a full day, 6 hour summer learning opportunity as a result of the partnership between the contractor and the morning summer school program. The contractor will abide by all 21st Century grant requirements detailed in the standard after school Lead Agency MOU. 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	110	Total funds for summer	29700
Number of Supplemental Program Days (including weekends, intercession, 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: Edna Brewer Middle School	21CCCLC SUMMER	21CCCLC SCHOOL YEAR SUPPLEMENTAL (WEEKENDS, INTERCESSION, AND NON-SCHOOL DAYS)	OCY SUMMER FUNDING	Program Year (if applicable)	City/Lead Agency Funds
Site #: 210	Resource 4124, Program	Resource 4124, Program	Program	Lead Agency	Lead Agency
%	OUUSD Lead Agency	%	OUUSD Lead Agency		
TOTAL GRANT AWARD	\$29,700	\$0	\$0	\$0	\$0

CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES

OUUSD Indirect (4.57%)	\$1,298	\$0			
OUUSD ASPO admin evaluation and training/technical assistance costs	\$1,858	\$0			
Custodial Staffing and Supplies at 3.17%	\$841	\$0			
TOTAL SITE ALLOCATION	\$25,703	\$0			

CERTIFICATED PERSONNEL

1120	Academic Liaison/Quality Support Coach (optional for summer)	\$0	\$0			\$0
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention or Common Core academic enrichment	\$0	\$0			\$0
	Certificated Teacher Extended Contracts- ELL supports					\$0
	Total certificated	\$0	\$0			\$0

CLASSIFIED PERSONNEL

2205	Site Coordinator (list here if district employee)				\$0	\$0	\$0
2220	SSO	\$2,856				\$0	
		\$0					
	Total classified	\$2,856	\$0	\$0	\$0	\$0	\$0

BENEFITS

3000 s	Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime)						
3000 s	Employee Benefits for Salaries Employees (40%)						
3000 s	Lead Agency Benefits (rate 25 %)	\$2,536					
	Total benefits	\$0	\$2,536	\$0	\$0	\$0	\$0

BOOKS AND SUPPLIES

4310	Supplies (can be purchased by lead agency for summer supplemental programming)	\$2,332				\$0	\$0
4310	Curriculum	\$1,932				\$0	\$0
5829	Field Trips		\$3,000			\$0	\$0
4420	Equipment (OUUSD only)					\$0	\$0
	Equipment for summer program (used in the program)		\$2,000				
	Total books and supplies	\$4,264	\$5,000	\$0	\$0	\$0	\$0

CONTRACTED SERVICES

5825	Site Coordinator (list here if CBO staff)	\$2,500					
5825	Academic Instructors						
5825	Contracted Academic Instructors (1000 x 19 days)	\$2,340					
5825	Subcontractors (please list each specific subcontracting agency)						
5825	STEM Instructors (recommended: 1)	\$2,340					
5825	Restorative Justice Lead Facilitator (recommended)						
5825	Family Liaison (recommended)						
5825	Stipends to Parents for Parent Safety Patrols (optional)						
5825		\$0					
5825	Contracted Site Services (1000 x 19 days)	\$2,964					

2012-2013 Elementary/Middle School After School Program Budget

5825											
5825											
	Total services		\$0	\$10,144		\$0	\$0	\$0	\$0	\$0	\$0
IN-KIND DIRECT SERVICES											
										\$0	\$0
										\$0	\$0
	Total value of in-kind direct services									\$0	\$0
LEAD AGENCY ADMINISTRATIVE COSTS											
	Lead Agency admin (4% max of total contracted \$)			\$903		\$0	\$0				\$0
SUBTOTALS											
	Subtotals DIRECT SERVICE	85	\$7,565	\$17,680	###	\$0	\$0	\$0	\$0	\$0	\$0
	Subtotals Admin/Indirect	15	\$3,552	\$903	###	\$0	\$0	\$0	\$0	\$0	\$0
TOTALS											
	Total budgeted per column		\$11,117	\$18,583		\$0	\$0	\$0	\$0	\$0	\$0
	Total BUDGETED	100	\$29,700	###		\$0	\$0	\$0	\$0	\$0	\$0
	BALANCE remaining to allocate		\$0			\$0	\$0				
	TOTAL GRANT AWARD/ALLOCATION TO SITE		\$29,700			\$0	\$0				

Required Signatures for Budget Approval:

Principal	<i>Ann Fabiano</i>	Date	5/10/13
Lead Agency	<i>J. M. Melles</i>	Date	5/10/13

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

SECTION 1: School Site Information

School Site: Edna Brewer Middle School	Date: 5/10/2013
Principal Signature: 	Summer Lead Agency Signature: 
Summer Site Coordinator Name (if-known at this time): Dannielle Schapiro-Sakashita	

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 describe planned enrichment and physical activities

Type of Enrichment	Description of Program/Activity	Targeted Skills	Measurable Outcome
Sports & Fitness	This activity will support the health and wellness of students. In addition, this activity will further support the development of pro social skills.	<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 checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Students will engage in at least 30 minutes of rigorous physical activity daily.
		<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)	
		<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)	
		<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)	

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 wholistic needs of students and families over the summer.

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.

Safe Passages has a long history of aligning extended day and summer programming with school and OUSD goal and site administration. Safe Passages has engaged and will continue to engage site administration on the programmatic layout of summer school to ensure that the transition from morning to afternoon is seamless. Summer school coordinators will monitor and facilitate this programmatic transition on a daily basis. Coordinators will check in with site administration on a daily basis regarding this element of the program.

Identify ways in which you will intentionally bridge the communication between the morning and afternoon programs.

Summer School Coordinators will continuously communicate with both morning and afternoon instructors. Coordinators will help facilitate communication between morning and afternoon instructors to ensure the program is integrated and services are coordinated for students and families. Finally, Coordinators will create a summer school bulletin board centrally located at the school with program information and updates. Morning and afternoon instructors can check the bulletin board for daily updates.

List key community partners whom you will actively collaborate with to accomplish the goals of your program.

Students, parents, school site staff, Summer School Administrator, OUSD Science Department, OUSD Family, School and Community Partnerships Department, and other CBO and public partners implementing summer programming.

<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 collaborate with to accomplish the goals of your program.</p>	<p>Summer School Coordinator, COST coordinator, school counselor, Principal, Summer School Administrator, Clinical Case Manager, mental health therapist, parent engagement staff, and School Based Health Center Staff as needed.</p>
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Section 6: Summer Program Expectations

Please review the following summer program requirements:

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.

Section 7: Supplemental Programming during the School Year (Weekends, Intercession, and other Non-School Days)

If your school plans to utilize 21st 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:

<p>Signature of Principal: <i>Ann Pustarov</i></p>	<p>Date: <i>5/10/13</i></p>
<p>Signature of Lead Agency Partner: <i>[Signature]</i></p>	<p>Date: <i>5/10/13</i></p>

Edna Brewer Middle School

21st Century Summer Program

Monday - Friday

	Monday	Tuesday	Wednesday	Thursday	Friday
12:30-1:00	Lunch & Outdoor Activities	Lunch & Outdoor Activities	Lunch & Outdoor Activities	Lunch & Outdoor Activities	Lunch & Outdoor Activities
1:00-2:00	STEM & Enrichment	STEM & Enrichment	STEM & Enrichment	STEM & Enrichment	STEM & Enrichment
1:45-2:30	STEM & Enrichment	STEM & Enrichment	STEM & Enrichment	STEM & Enrichment	STEM & Enrichment
2:30-3:15	STEM & Enrichment	STEM & Enrichment	STEM & Enrichment	STEM & Enrichment	STEM & Enrichment
3:15-3:30	Snack & Dismissal	Snack & Dismissal	Snack & Dismissal	Snack & Dismissal	Snack & Dismissal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p> <p>Oakland Unified School District, its officers and employees</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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



Search Results

Current Search Terms: Safe* passages*

Your search for "Safe* Passages*" returned the following results...

Entity	SAFE PASSAGES	Status:	Active
DUNS:	091927272	CAGE Code:	4Q7C4
Has Active Exclusion?:	No	DoDAAC:	
		View Details	

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.mcmeam@ousd.k12.ca.us

Contractor Information

Contractor Name	Safe Passages	Agency's Contact	Josephina Alvarado-Mena				
OUSD Vendor ID #	1005510	Title	Executive Director				
Street Address	250 Frank H. Ogawa Plaza, Suite 6306	City	Oakland	State	CA	Zip	94612
Telephone	(510) 238-6368	Email (required)	jalvarado@oaklandnet.com				
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	\$ 18,583.00
			5825	\$
			5825	\$
Requisition No. (required)			Total Contract Amount	
			\$ 18,583.00	

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>Jim McMeam</i>				Date Approved	5-31-13
Signature (if using multiple restricted resources) <i>McMeam</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>Christina Saub</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 Signature on the legal contract					
Legal Required if not using standard contract		Approved	Denied - Reason		Date	
Procurement	Date Received	PO Number				

