

Board Office Use: Legislative File Info.	
File ID Number	12-2750
Introduction Date	11/14/12
Enactment Number	12-2812
Enactment Date	11-14-12



OAKLAND UNIFIED SCHOOL DISTRICT

Memo

To The Board of Education

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

Board Meeting Date
(To be completed by Procurement) 11/14/12

Subject Professional Services Contract -
California Youth Outreach Oakland CA (contractor, City State)
333 - Community Day School (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and California Youth Outreach. Services to be primarily provided to 333 - Community Day School for the period of 08/27/2012 through 06/13/2013.

Background
A one paragraph explanation of why the consultant's services are needed.
 Barack Obama Academy is a program of Community Day School that has the mission of providing an alternative to the most at risk 7th and 8th grade students in Oakland. The students are frequently truant, involved in gangs, have behavioral issues, and are affected by violence in their neighborhood.

Discussion
One paragraph summary of the scope of work.
 A contract for services between Community Day School and California Youth Outreach-Oakland Inc., for the latter to provide a Youth Intervention Specialist at Barack Obama Academy for a total of 1125 hours that will offer one-to-one and group mentoring for students, parent outreach and education, Aggression Replacement Training classes, individual case management services for gang-involved and truant students, and professional development for teachers through the period of August 27, 2012 through June 13, 2013 in an amount Not to Exceed \$45,000.00.

Recommendation Approval of professional services contract between Oakland Unified School District and California Youth Outreach. Services to be primarily provided to 333 - Community Day School for the period of 08/27/2012 through 06/13/2013.

Fiscal Impact Funding resource name (please spell out) IASA Title 1 Instruction, EIA, and TIIG Small School Instruction not to exceed \$ 45,000.00

- 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 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and California Youth Outreach (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 08/27/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/13/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Forty Five Thousand Dollars (\$45,000.00). 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: none.

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:* none which shall not exceed a total cost of \$ _____.
- CONTRACTOR Qualifications / Performance of Services.**

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

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

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

Professional Services Contract

OUSD Representative:

Name: Mekael Johnson
Site /Dept.: 333 - Community Day School
Address: 4917 Mountain Blvd.
Oakland, CA 94619
Phone: (510) 531-6800

CONTRACTOR:

Name: Geoffrey Godfrey
Title: Executive Director
Address: 4713 MacArthur Blvd., Ste. #4
Oakland CA 94619
Phone: (510) 434-1949

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 a 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: GG

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

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

Professional Services Contract

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

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

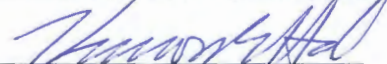
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplsearch.do>)

Summary of terms and compensation:

Anticipated start date: 08/27/2012 Work shall be completed by: 06/13/2013 Total Fee: \$ 45,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR


 President, Board of Education
 Superintendent or Designee

Date

Contractor Signature

Date

Secretary, Board of Education

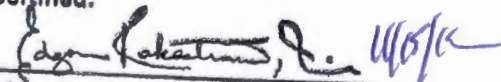
Date

Geoffrey Godfrey

Executive Director

Print Name, Title

Certified:


 Edgar Rakestraw, Jr., Secretary
 Board of Education

File ID Number: 12-2750

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Enactment Date: 11-17-12

By:

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.

A contract for services between Community Day School and California Youth Outreach-Oakland Inc., for the latter to provide a Youth Intervention Specialist at Barack Obama Academy for a total of 1125 hours that will offer one-to-one and group mentoring for students, parent outreach and education, Aggression Replacement Training classes, individual case management services for gang-involved and truant students, and professional development for teachers through the period of August 27, 2012 through June 13, 2013 in an amount Not to Exceed \$45,000.00.

SCOPE OF WORK

California Youth Outreach will provide a maximum of 1,125.00 hours of services at a rate of \$ 40.00 per hour for a total not to exceed \$45,000.00. Services are anticipated to begin on 08/27/2012 and end on 06/13/2013.

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.

Approval by the Board of Education of a Professional Services Contract between Community Day School and California Youth Outreach-Oakland Inc., for the latter to provide a Youth Intervention Specialist at Barack Obama Academy for a total of 1125 hours that will offer one-to-one and group mentoring, parent outreach and education, Aggression Replacement Training classes, professional development for teachers, individual case management services for gang-involved and truant students for the period of August 27, 2012 through June 13, 2013, in the amount not to exceed \$45,000.

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.

- 1. Participant suspension rates will decrease by 50% against previous year's baseline as indicated by school suspension data.
2. Teachers will report an increase in participants' skills at managing anger and aggression as indicated by pre-post surveys and interviews of a student's support team.
3. Attendance among participants will increase by 50%.
4. Student academic performance will increase as indicated on report cards and CST scores.

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: 333SQ12A1450

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. 333SQ12A1451

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.
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CALIFORNIA YOUTH OUTREACH SCHOOL BASED SERVICE MENU



Gang Awareness Curriculum for Youth

- 8 Week problem solving program consisting of structured two-hour per week sessions
- Video presentations, in-depth discussions and written exercises targeting Anger Management Skill development
- Topics include but not limited to the Nature of Gang Lifestyle, Cost of Living a Gang "Lifestyle" and New Gang Laws and Enhancements
- One-on-One counseling for gang involved youth available on and off site upon assessment and/or referral

Gang Awareness Presentation for Adults

- One time presentation geared for parents aspiring to "Gang Proof" their children
- Topics include but not limited to the Signs of Gang Involvement, Gang Paraphernalia and Tips on talking with your child about gangs
- Various resources will also be available regarding the affect gangs have on family life
- In addition, presentations are also available for Teachers and School Administrators, designed to enforce prevention/intervention
- Presentations include an assessment of the neighboring community to identify local gangs, tags, hot spots, etc. by a CYO staff member

Truancy Case Management (Eligible Service) – CYO intends to provide intervention at an early age, focusing on the middle schools allows the youth to learn the social and self-disciplinary skills needed to succeed and feel accepted within their school and society as a whole. CYO proposes to serve a minimum of 150 high-risk truant middle school and high school youth in addition to their families in Oakland.

- Screening Assessment and Referral – Upon receipt of referral a CYO staff member meets with the youth and provides a home visit with their family to determine the specific need for services, then implements a formulated attendance plan. Depending on the needs identified for the youth and/or family during the screening process, they may be referred to another local service for treatment. Part of the assessment process is the use of the RPRA
- Case Management – An Individual Service Plan (ISP) will be formulated by the youth, YIS, parents and the probation officer. The ISP will determine whether a short or long-term case management is required. As part of the plan, clients agree to abide by important conditions of the program which confirm the desire of the youth to change, some conditions include: present school attendance regularly, keep all appointments with program staff, no drug or alcohol usage while participating in project activities, respect of staff and other participants, no gang colors, tagging or signs flashed while at program sites or on field trips, etc. The YIS will work with the youth to identify the causes of truancy and re-enroll them or transfer them to a learning environment where they may be successful. The youth are responsible for developing a 30-day renewable plan outlining their goals, objectives, outcomes and a schedule of services for the year that they will participate in. The YIS also refer the youth and/or their family to other CYO program services or outside sources of assistance as needed. In addition, client emergency crisis intervention is used to assist clients with immediate needs such as bus passes, non-gang clothing, food, etc.

School Success/Life Skills Development Curriculum

- CYO provides a school success program with a structured one-hour per week life skills curriculum. The program includes video presentations, discussions and written exercises
- Topics consist of Violence Prevention, Education and Personal Goal Setting, Problem Solving, Communication/Anger Mgmt skills
- The class structure uses a group process allowing the youth to reflect their personal/family life experiences, personal crisis points, experience with violence and encounters with the law, etc. All YIS instructors must be certified by the Agency in the curriculum
- The class provides the youth a broader perspective on how current choices are affecting their opportunities to succeed in life
- Ultimately the youth are led to identify positive alternative behaviors and lifestyles, along with this knowledge they learn some life skills required to make alternative choices and encouraged to continue working with CYO in setting and reaching positive goals
- The YIS provide two hour field trips or pro-social activities as incentives for program participation and success.

Referrals

- The school based truancy intervention program will have staff assigned to all schools and the YIS will accept referral of clients by the social administrators, teachers, counselors, SARB, parents or the youth themselves
- At the beginning of the school year the YIS will visit the teachers and classrooms, introduce themselves and the work of CYO staff in addition to determining a what days and times are available/convenient
- YIS will walk the campus in order to be visible at the school also be available before, during, after school in addition to lunch breaks

Expected Results/Projected Outcomes

- 80% of the youth in the Truancy Case Mgmt program will complete the school year with reduced truancy and disciplinary actions
- CYO will track and record all relevant data in order to deliver the following outcomes:
 - (1.) 80% of the youth referred to the program will report increased success in school
 - (2.) 80% of the youth referred to the program will achieve increased success in school performance
 - (3.) At least 50% of parents of the youth referred to the program will report improved involvement in their children's education

The data will be gathered from student records, partner schools, parent surveys and case notes. A summary report with data analysis and conclusions will be formatted and submitted to the Probation staff for the purpose of documentation of the program and client outcomes.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p>PRODUCER</p> <p>CAN Insurance Services P.O. Box 640 1500 41st Ave, Suite 280 Capitola CA 95010-</p> <p>INSURED</p> <p>Breakout Prison Outreach dba California Youth Outreach P.O.Box 8671 733 N Fulton Street Fresno CA 93702-</p>	<p>CONTACT NAME: Coryn Gardiner</p> <p>PHONE (A/C, No, Ext.): (831) 824-5017 FAX (A/C, No): (831) 824-5057</p> <p>E-MAIL ADDRESS: coryn@caninsurance.com</p> <p>PRODUCER CUSTOMER ID #:</p> <p style="text-align: center;">INSURER(S) AFFORDING COVERAGE NAIC #</p> <p>INSURER A: NonProfits Ins Alliance of CA</p> <p>INSURER B: NY Marine & General Ins Co</p> <p>INSURER C:</p> <p>INSURER D:</p> <p>INSURER E:</p> <p>INSURER F:</p>
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		2012-19976-NPO	09/01/2012	09/01/2013	MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER.						PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY	<input checked="" type="checkbox"/> PRO-JECT	<input checked="" type="checkbox"/> LOC				Improper Sexual Conduct \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS						\$
	NON-OWNED AUTOS						\$
A	UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2012-19976-UMB	09/01/2012	09/01/2013	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB						AGGREGATE \$ 1,000,000
	DEDUCTIBLE						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC20120002399	09/01/2012	09/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input checked="" type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<p>CERTIFICATE HOLDER</p> <p>() - () -</p> <p>Oakland Unified School District Attn: Contracts Administration 900 High Street Oakland CA 94601-</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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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

<p>Name Of Additional Insured Person(s) Or Organization(s)</p> <p>Oakland Unified School District Attn: Contracts Administrators 900 High Street Oakland, CA 94601</p>
<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 on 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>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.
- C. The insurance shall be primary as respects the additional insured shown in the schedule

above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the additional insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.



Excluded Parties List System

Search Results Excluded By
Firm, Entity, or Vessel : California Youth Outreach Oakland, Inc.
State : CALIFORNIA
Country : UNITED STATES
as of 20-Sep-2012 3:18 PM EDT

Your search returned no results.

Community Schools Strategic Site Plan 2012-2013, SSC-Approved Actions											
School	Community Day HS		Site Code:333								
Date:											
1	A School Culture (including Meaningful Student Engagement)	All Students	333SQI2A1450	Provide one-to-one and group mentoring for students in need of behavioral and attendance issues	Title I	3010	CONSULTANTS	5825		0	\$20,000.00
2	A Building Capacity & Leadership (Professional Development/Learning Communities/Coaching/Staff Induction)	All Students	333SQI3A1446	provide professional development for teachers to help improve the academic performance of low achieving students	Title I	3010	TEACHERS SALARIES STIPENDS	1120		0	\$1,285.00
3	A Building Capacity & Leadership (Professional Development/Learning Communities/Coaching/Staff Induction)	All Students	333SQI3A1447	provide teachers with the opportunity to participate in conferences and workshops where they can learn best practice for teaching under-performing students	Title I	3010	CONFERENCE EXPENSE	5220		0	\$1,000.00
4	A Building Capacity & Leadership (Professional Development/Learning Communities/Coaching/Staff Induction)	All Students	333SQI3A1448	purchase supplemental materials and supplies to enhance the core instructional program	Title I	3010	SUPPLIES	4310		0	\$1,920.98
5	A School Culture (including Meaningful Student Engagement)	All Students	333SQI2A1451	Provide one-to-one and group mentoring for students in need of behavioral and attendance issues	EIA - SCE	7090	CONSULTANTS	5825		0	\$11,300.00
6	A Building Capacity & Leadership (Professional Development/Learning Communities/Coaching/Staff Induction)	All Students	333SQI3A1449	purchase supplemental materials and supplies to enhance the core instructional program	EIA - SCE	7090	SUPPLIES	4310		0	\$25.07
7	A Family & Community Engagement	All Students	333SQI4A1452	Provide meeting refreshments to encourage parents and community members to support the schools academic programs by participating in meetings regarding students academics	Title I - Parent Participation	9901	MEETING REFRESHMENTS	4311		0	\$549.80

California Youth Outreach is dedicated to...

Reaching out to all gang impacted youth, families and their communities with:

- Education Services
- Intervention Programs
- Resource Opportunities

CYO supports a healthy and positive lifestyle.

C.Y.O Awards & Recognitions

National Gang Crime Research Center's Thrasher Award, bestowed on exemplary gang prevention/intervention programs, initiatives, and agencies in the US & abroad.



C.Y.O President/ CEO Anthony Ortiz was awarded the 2004 California Peace Prize by the California Wellness Foundation

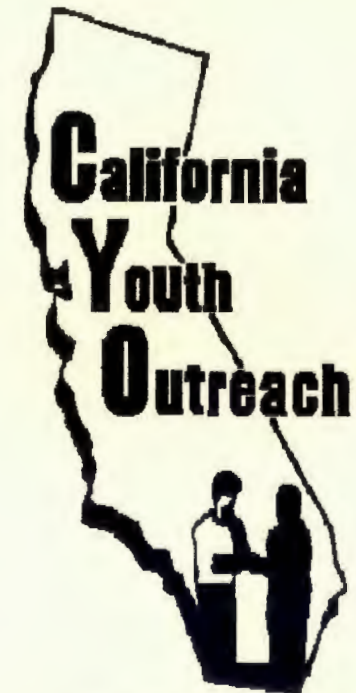


California Youth Outreach

Program Offices
Oakland Services Call

Phone: 510.434.1949
Fax: 510.434.0930

Email: hwoods@cyoutreach.org
Website www.cyoutreach.org



California Youth Outreach

Celebrating over 25 years of
serving California Youth

Since 1981

City of Oakland Services
Measure Y

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

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 type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.epls.gov/epls/search.do)
	<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) Sandra.Backer@ousd.k12.ca.us

Contractor Information

Contractor Name	California Youth Outreach	Agency's Contact	Geoffrey Godfrey		
OUSD Vendor ID #	V060290	Title	Executive Director		
Street Address	4713 MacArthur Blvd., Ste. #4	City	Oakland	State	CA Zip 94619
Telephone	(510) 434-1949	Email (required)	geoffreygg2001@yahoo.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	08/27/2012	Date work will end	06/13/2013	Other Expenses	\$ 45,000.00
Pay Rate Per Hour (required)	\$ 40.00	Number of Hours (required)	1,125.00		

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
3010	IASA Title 1 Instru	3334850101	5825	\$ 20,000.00
7090	EIA, and TIIG Sm	3334859101	5825	\$ 11,300.00
0522	TIIG Small Schl	3331606161	5825	\$ 13,700.00
Requisition No. (required)	R0304428		Total Contract Amount	\$ 45,000.00

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	Mekael Johnson	Phone	(510) 531-6800
	Site / Department	333 - Community Day School		Fax	(510) 482-7144
	Signature	<i>[Signature]</i>		Date Approved	9-17-12
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input 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>[Signature]</i>		Date Approved	10/10/12
3.	Regional Executive Officer				
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>[Signature]</i>		Date Approved	10-12-12
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations				Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000
	Signature	<i>[Signature]</i>		Date Approved	
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			

2011