

Board Office Use: Legislative File Info.	
File ID Number	12-2946
Introduction Date	12-12-12
Enactment Number	12-2888
Enactment Date	12-12-12



**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) 12-12-12

Subject Professional Services Contract -
Serve-N-Learn Program Castro Valley CA (contractor, City State)
922/Family, School, Community Partnership (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Serve-N-Learn Program. Services to be primarily provided to 922/Family, School, Community Partnership for the period of 09/04/2012 through 10/10/2012.

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

The Tobacco Use Prevention Education (TUPE) Grant, funded by the California Department of Education from 2010-2013, mandates that the district will implement a tobacco prevention program throughout OUSD middle and high schools including OUSD alternative schools where students are most at risk for using tobacco and other drugs. Grant activities include presentation of a research-based curriculum at all schools, a peer education program at selected sites, and intervention activities for those students found to be using or under the influence of tobacco or marijuana at school. Intervention activities also target students at risk for tobacco or other drug use. This contract has since been terminated by the District and the services satisfactorily performed were paid.

Discussion
One paragraph summary of the scope of work.

Ratification by the Board of Education of a Professional Services Contract between District and Serve-N-Learn, Castro Valley, CA, for the latter to provide 19 hours of service at each of these school sites: Roots International, Alliance Academy and Elmhurst Community Prep Campus, and West Oakland Middle School; recruit 10-15 peer educators, representative of school's ethnicities and identified as being natural leaders; facilitate 10-15 anti-tobacco/marijuana presentations and two school-wide prevention education campaigns; media created will be property of OUSD and used in ensuing years to educate youth; survey all classroom presentations and peer education students, complete monthly reports and attend all program meetings for the period of September 4, 2012 through October 10, 2012, in an amount not to exceed \$570.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and Serve-N-Learn Program. Services to be primarily provided to 922/Family, School, Community Partnership for the period of 09/04/2012 through 10/10/2012.

Fiscal Impact Funding resource name (please spell out) Tobacco Use Prevention Education
 not to exceed \$ 570.00

- 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 Serve-N-Learn Program (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 09/04/2012, 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 10/10/2012.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Five Hundred Seventy Dollars (\$570.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 1. Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 2. Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A which shall not exceed a total cost of \$ 0.00.
6. **CONTRACTOR Qualifications / Performance of Services.**

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

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

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

Professional Services Contract

OUSD Representative:

Name: Robert Dousa
Site /Dept.: 922/Family, School, Community Partnership
Address: 746 Grand Avenue
Oakland, CA 94610
Phone: (510) 482-7125

CONTRACTOR:

Name: Clifford Chapman
Title: Consultant
Address: 4061 East Castro Valley Blvd
Castro Valley CA 94552
Phone: (510) 415-1933

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.

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: CC

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

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

Professional Services Contract

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

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

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

Summary of terms and compensation:

Anticipated start date: 09/04/2012 Work shall be completed by: 10/10/2012 Total Fee: \$ 570.00

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos
 President, Board of Education
 Superintendent or Designee

Secretary, Board of Education

11-20-2012
Date

Date

CONTRACTOR

[Signature]
Contractor Signature Date

Clifford Chapman Consultant
Print Name, Title

Certified:
[Signature]
Edgar Rakestraw, Jr., Secretary
Board of Education

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By: [Signature]

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Ratification by the Board of Education of a Professional Services Contract between District and Serve-N-Learn, Castro Valley, CA, for the latter to provide 19 hours of service at each of these school sites: Roots International, Alliance Academy and Elmhurst Community Prep Campus, and West Oakland Middle School; recruit 10-15 peer educators, representative of school's ethnicities and identified as being natural leaders; facilitate 10-15 anti-tobacco/marijuana presentations and two school-wide prevention education campaigns; media created will be property of OUSD and used in ensuing years to educate youth; survey all classroom presentations and peer education students, complete monthly reports and attend all program meetings for the period of September 4, 2012 through October 10, 2012, in an amount not to exceed \$570.00.

SCOPE OF WORK

Serve-N-Learn Program _____ will provide a maximum of 19.00 hours of services at a rate of \$ 30.00 per hour for a total not to exceed \$570.00. Services are anticipated to begin on 09/04/2012 and end on 10/10/2012.

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

Consultant will provide peer education leadership at Roots International, Alliance Academy and Elmhurst Community Prep Campus, and West Oakland Middle School. Consultant will recruit 10-15 peer educators, representative of school's ethnicities and identified as being natural leaders; train students on assessing tobacco and marijuana use on campus and among student body; train students on the science of inquiry and developing measures to address the school's prevention needs; train students on leadership; collaborative environment, youth/adult partnerships; presentation skills; educate students on developing media and activities to educate their peers in classrooms and assemblies; will facilitate 10-15 anti-tobacco/marijuana presentations and two school-wide prevention education campaigns to reach all students at the school site.; train students to administer classroom presentation evaluations, train students on evaluating their own work and provide positive feedback to their working groups; and train students to help their peers at-risk to access student services at their site and their community.

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. The consultant will recruit and train about 10-15 peer educators at each school and in previous years, almost 100% of these students have graduated from high school. The consultant and peer educators will educate approximately 300 students per site on the dangers of substance use, which is correlated with attendance and graduation.
2. Peer educators will learn to provide support to youth who are not engaged in school and connect them to vital student support services. Peer education will augment other efforts within OUSD to reduce truancy and foster academic achievement.
3. Peer educators will learn how to assess substance use at their school, develop and deliver presentations, and provide support to their peers. The peer education program builds leadership skills that help students prepare for college and career.
4. Each 6th, 7th, and 8th grader at the school sites will be made aware of how and where to access vital student health services.

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

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

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

Action Item included in Board Approved SPSA (no additional documentation required) – Action Item Number: _____

Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-



Serve-n-Learn Enrichment Program



“This exciting new project will provide invaluable recreational and educational opportunities for California’s youth. By offering young people the chance to enjoy the sport of tennis, build confidence and sportsmanship, and meet higher academic challenges, it will enhance many lives.” Governor Gray Davis

“Changing the world one child at a time”



Serve-n-Learn After School & Sports Enrichment Program

After-school programs provide much needed services to children and their families and benefit society as a whole. Studies show that kids in after-school programs do better in school and are less likely to be either the victim or the perpetrator of a crime. However there are still too few high-quality after-school programs or slots, and funding is at an all time low due to budget cuts and a sagging economy. Many bay area schools have been forced to close or cancel their after-school programs, leaving many kids on the streets to fend for themselves. Who gets hurt? The kids! While many of these schools face challenges that may interfere with their ability to provide the best education for their students, most of them are located in low-income, rural, and underserved communities.

“While it is not easy, simple or inexpensive to turn around schools that have under-performed for an extended period, we are confident that with adequate resources, community and municipal support, we can produce demonstrable, quantifiable result oriented programs.”

Our Young People Are

Serve-n-Learn Sports & After School Enrichment Programs serve low-income inner city youth ages 10-18 in the cities of Richmond, Hayward, and Oakland. We serve predominately African American, Latino and Laotian young people who have been identified (usually by the principal) as being academically challenged or who have other juvenile delinquency risk factors, as well as young people who live in foster or group homes, or have similar kinship care relationships. Our target population meets the Office of Juvenile Justice and Delinquency Prevention's criteria for young people who face high probabilities of school or social failure, including criminal or delinquency involvement.

Risk Factors

Other prominent key risk factors for our young people are poverty, academic failure, the easy availability of drugs, delinquency among peers and an overall lack of healthy relationships. The factors are amplified by the realities endemic to the communities we serve, such as the large number of single-parent families, the lack of positive adult role models, and adult supervision after school, family drug and alcohol use, abuse, and the availability of guns. Each of these characteristics is associated with absenteeism, tardiness, disrupting class, being suspended,

poor academic achievement and a lack of social skills, self-esteem and civic commitment or participation. It should also be noted that our young people reflect more than just the social and educational gap that characterizes so many vulnerable neighborhoods. They also reflect the "health gap," wherein nearly one in four young people are overweight or obese.

Why our model works

The Serve-n-Learn model is a unique, effective and well rounded, in/after school enrichment model that empowers young people and connects their accomplishments to their self-worth and personal success. Our approach directly and positively impacts the reasons why young people do not succeed in school, why they often lack confidence in their own abilities, why they sometime choose gang affiliations and why they fail to remain healthy and educated about the importance of mental, physical, spiritual, and self fitness.

The following two elements characterize our model. We generally focus on one component or the other in a given school district or community, though the elements are adaptable to meet the needs of different locations and diverse young people and their families:



Serve-n-Learn Sports Enrichment: Through this component young people receive guided instruction in tennis, and other non traditional inner city sports activities, such as Lacrosse, & golf. This learning experience is then augmented with success in a reward based learning environment. Those that do well behaviorally and academically will be rewarded with field trips to meet professional athletes that they can look up to and identify with.

Behavioral Enrichment Programs: This component focuses on mentoring young people to overcome the absence of adult supervision, peer pressure, drugs, and societal blame. Behavioral support remains the cornerstone for high-risk (high-potential) young people after school hours, but it also incorporates violence prevention, and pro-social skills building through the arts and civic participation. **The lessons and activities will incorporate arts, music, recreation, anger management/conflict resolution, and technology through a series of multifaceted planned themes and daily activities**

Our programs incorporate the key positive aspects of youth development. They provide a safe, supportive environment that fosters relationships between young people and caring adults who can mentor and guide them, as they learn to be self-empowered for success in school and in Life.

Serve-n-Learn Sports Enrichment Programs

The Serve-n-Learn Sports Enrichment Programs have provided quality academic enrichment, extended care sports, anger management, violence prevention through sports to over 450 youth through out the bay area. Our coaches are dedicated current pro and retired athletes that provide a positive therapeutic non-competitive sports environment for all of our students (There are grade point average and good behavior stipulations on every participant involved in our programs) Our after school sports, clinics, and summer camps are low to high impact programs for youth ages 10-18.

We strive to promote healthy lifestyles by combating childhood/adolescent obesity, and provide disadvantage at-risk youth the opportunity to learn and play non-traditional inner city sports. In doing that we improve their academic skills in a structured fun format that allows each participant the chance to grow and see life outside of their inner city environment. Below see our growing list of certified league affiliates and member organizations.



Growing Kids Through Golf



"Your students are some of the best behaved, and respectful group of kids I have taught tennis to in all of my travels around the United States representing the USTA. You're doing a wonderful job!" Wayne Bryan-Head Coach Sacramento Capitals Professional Tennis Team 2004-2009 World Champions.

"The students who participated in the Serve-n-Learn Program have not only improved academically, but physically as well. The additional time, dedication, and mentoring your organization provided, has made a tremendous difference in the lives of our students and their families at Martin Luther King Elementary." John Szot-Principal Martin Luther King Elementary Richmond, CA

"Coach, your dedication, time, and mentoring, has helped make my dream of becoming a professional tennis player come true. Without your support I don't know if this would have been possible, it's still hard for African Americans to find sponsors. Thank you and your awesome organization for sponsoring me as a professional tennis player, and I hope to someday carry on in your footsteps teaching young inner-city kids the sport that has provided me this great opportunity." Nathan Blackmon-former University California #1 Tennis Player, Current USTA Professional Tennis Player

"Dear Coach, I am really going to miss the Hoops for Life program. I had fun and learned so much playing for Rocktown Elite. Being in the SAT program this year, learning from the coaches, and just learning about life really helped me. You are the best coach I ever had. Thank you Coach." Robert Upshaw Class 2012 #50 Fresno State



Our program is designed to give participants an opportunity to renew their relationship with self, family, and society, along with the desire to embrace the responsibility for their behavior through honesty, self-reliance, and identification of reoccurring destructive patterns.

Final Analysis

*In the final analysis, **Serve-n-Learn is for our youth.** In the Serve-n-Learn Program, participants get the opportunity to create life long partnerships by exhibiting sportsmanship, fair play, teamwork, leadership, and educational excellence. Members develop a feeling of belonging and a sense of self-worth that will carry them as players and as productive citizens for the rest of their lives.*

*By pushing beyond societal and self-imposed limitations, our students gain awareness to the underlying cause and effect of negative behavior. **Our programs teach children new skills to solve old problems that exist in everyday life. Being aware of the affects of negative behavior and its underlining causes, allows a child to begin a remarkable walk towards success.***

"I look forward to the day when these children--self confident and motivated achievers--will reward our faith in them by making their own contributions to society."

Clifford Chapman, III Founder (Coach)

510-415-1933 office.

servenlearn@yahoo.com

"Changing the world one child at a time"





WELEADO-01

TONYAB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/4/2012

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).

PRODUCER License # 0167057
McDermott-Costa Co., Inc.
PO Box 758
San Leandro, CA 94577

CONTACT NAME:
PHONE (A/C, No, Ext): (510) 351-7460 FAX (A/C, No): (510) 357-3230
E-MAIL ADDRESS:

INSURED

We Lead Ours
Lamont Robinson/Trestin George
587 105th Avenue #7
Oakland, CA 94603

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Riverport Insurance Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

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
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X		FLDG180412	4/4/2012	4/4/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Oakland Unified School District is Named as Additional Insured with respect to contract for services (Management Consultant)

10 Days notice of cancellation in the event of non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

The Oakland Unified School District
1025 2nd Avenue
Oakland, CA 94606

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Shirley R. Baker

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EPLS

Excluded Parties List System

**Search Results Excluded By
Individual : Tristin George
as of 22-Aug-2012 2:32 PM EDT**

Your search returned no results.



Excluded Parties List System

**Search Results Excluded By
Individual : Charles Brown
State : CALIFORNIA
as of 22-Aug-2012 2:35 PM EDT**

Your search returned no results.



Excluded Parties List System

**Search Results Excluded By
Individual : Clifford Chapman
State : CALIFORNIA
as of 22-Aug-2012 2:29 PM EDT**

Your search returned no results.

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 type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant). <input type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured. <input type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)
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OUSD Staff Contact Emails about this contract should be sent to: (required) Renee.McMearn@ousd.k12.ca.us

Contractor Information

Contractor Name	Serve-N-Learn Program	Agency's Contact	Clifford Chapman				
OUSD Vendor ID #	1005793	Title	TUPE Peer Ed Consultant				
Street Address	4061 East Castro Valley Blvd	City	Castro Valley	State	CA	Zip	94552
Telephone	(510) 415-1933	Email (required)	servenlearn@yahoo.com				
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	09/04/2012	Date work will end	10/10/2012	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 30.00	Number of Hours (required)	19.00		

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
6690	Tobacco Use Pre	9221211219	5825	\$ 570.00
			5825	\$
			5825	\$
Requisition No. (required)	R0304350		Total Contract Amount	\$ 570.00

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/epis/search.do>)

1.	Administrator / Manager (Originator)	Name	Robert Dousa	Phone	(510) 482-7125
	Site / Department	922 Family, School, Community Partnership	Fax	(510) 531-6836	
	Signature	<i>Robert Dousa</i>	Date Approved	11/6/12	
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>J. Horn</i>	Date Approved	11/6/12	
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				
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
	Signature	<i>Maria Senter</i>	Date Approved	11-20-2012	
	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	P1302367	

