

Board Office Use: Legislative File Info.	
File ID Number	12-3145
Introduction Date	Jan 9, 2013
Enactment Number	13-0102
Enactment Date	1-9-13



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

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

Board Meeting Date  
 (To be completed by  
 Procurement)

Jan 9, 2013

**Subject**

Professional Services Contract -  
 East Bay Agency for Children Oakland CA (contractor, City State)  
 Roots International Academy (site/department)

**Action Requested**

Approval of a professional services contract between Oakland Unified School District and East Bay Agency for Children. Services to be primarily provided to Roots International Academy for the period of 07/01/2012 through 06/30/2013.

**Background**

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

Roots has great need for integrated coordination & delivery of mental health services & preventive interventions to Non MediCal Eligible students at high risk for emotional distress, academic & school placement failure due to multiple factors including abuse & neglect, substance abuse, trauma, acculturation issues, high levels of community violence, incarcerated parents, grief & loss, family separation & other stressors due to low socio-economic status that interfere with children's success in an educational setting. Expansion of services to the Non MediCal eligible population will make preventative mental health services available to the greater student body & community.

**Discussion**

One paragraph summary of the scope of work.

East Bay Agency for Children's Circle of Care/PALS goal for early intervention with high risk children is to promote school success, improved attendance, good communication skills, self-esteem, and to promote satisfying relationships. EBAC clinical staff will provide the following services for students and their families who are coping with issues or problems which are impeding their functioning in school, or in their families: Planning, development and coordination of all referrals to COST, Schopl Climate support, Psychosocial assessments and referrals to service, Socio-emotional groups, Family case work, Crisis consultation, Restorative Justice work, Teacher consultation and In service trainings.

**Recommendation**

Approval of professional services contract between Oakland Unified School District and East Bay Agency for Children. Services to be primarily provided to Roots International Academy for the period of 07/01/2012 through 06/30/2013.

**Fiscal Impact**

Funding resource name (please spell out) SIG Funds  
 not to exceed \$ 60,000.00

**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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**PROFESSIONAL SERVICES CONTRACT 2012-2013**

This Agreement is entered into between the Oakland Unified School District (OUSD) and East Bay Agency for Children (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 07/01/2012, 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 06/30/2013.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed sixty thousand Dollars (\$ 60,000.00 ). 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: \_\_\_\_\_

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:* \_\_\_\_\_ which shall not exceed a total cost of \$ \_\_\_\_\_.
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: \_\_\_\_\_  
Site /Dept.: Roots International Academy  
Address: \_\_\_\_\_  
Oakland, CA  
Phone: \_\_\_\_\_

**CONTRACTOR:**

Name: Steve Eckert  
Title: Executive Director - East bay Agency for Children  
Address: 303 Van Buren Ave  
Oakland CA 94610  
Phone: (510) 268-3770

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: 

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: 07/01/2012 Work shall be completed by: 06/30/2013 Total Fee: \$ 60,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

[Signature]  
Secretary, Board of Education

11/27/13  
Date

11/27/13  
Date

CONTRACTOR

[Signature]  
Contractor Signature

Steve Eckert  
Print Name, Title

10/24/12  
Date

Executive Director - East bay

File ID Number: 12-3145  
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By:

OAKLAND UNIFIED SCHOOL DISTRICT  
OFFICE OF THE SUPERINTENDENT  
APPROVED  
By: [Signature]  
Attorney at Law

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.

East Bay Agency for Children's Circle of Care/PALS goal for early intervention with high risk children is to promote school success, improved attendance, good communication skills, self-esteem, and to promote satisfying relationships. EBAC clinical staff will provide the following services for students and their families who are coping with issues or problems which are impeding their functioning in school, or in their families: Planning, development and coordination of all referrals to COST, School Climate support, Psychosocial assessments and referrals to service, Socio-emotional groups, Family case work, Crisis consultation, Restorative Justice work, Teacher consultation and In service trainings.

SCOPE OF WORK

East Bay Agency for Children will provide a maximum of 1,248.00 hours of services at a rate of \$48.08 per hour for a total not to exceed \$60,000.00. Services are anticipated to begin on 07/01/2012 and end on 06/30/2013.

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.

Coordination of COST and service identification and implementation - EBAC Clinician will be responsible for implementation, management, tracking and follow up of all referrals of students through Coordination of Services Team linking students/families with resources, facilitating communication between service providers and school staff, removing barriers to learning, improving health and wellness, eliminating gaps in service and duplication, and monitoring interventions and progress. School climate work and socio-emotional skills groups: EBAC clinician will work in coordination with school leadership to identify and implement school wide interventions to increase student self-identified connectedness to the school setting and adult role models within. EBAC will work with school leadership to develop and implement a measurement tool to determine success of interventions in achieving goals. EBAC clinician will provide a minimum of 2 socio-emotional groups per week to Non MediCal referred students. Groups will consist of 4-12 students and will be tailored to the school and students needs. Examples of groups include Grief and Loss, Self Esteem, Anger Management, Conflict Management etc. Services include planning, clinical supervision, and quality oversight.

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.

- With the development and implementation of COST, at least 40% of the 365 students who attend ROOTS will be evaluated for appropriate service and referral needs.
-A minimum of 30 students will attend a socio-emotional group.
-A minimum of 50% of students who participate in services will report an increase in connection to their school as gathered in a post service self assessment.

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

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

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

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: \_\_\_\_\_
  
  - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
    1. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
    2. Meeting announcement for meeting in which the SPSA modification was approved.
    3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
    4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

## East Bay Agency for Children

### Circle of Care/PALS Program

2540 Charleston Street

Oakland, CA 94602

The Circle of Care/PALS program has been a program of the East Bay Agency for Children since 1987. The Circle of Care/PALS program is a prevention and intervention program that seeks to help children be successful in school by providing psychotherapy and other prevention and intervention services to the highest-risk population of students on any given OUSD campus served by the program. The two programs Circle of Care/PALS merged several years ago into one program – Circle of Care providing grief illness and loss support services, and PALS Prevention and Life Skills. We aid youth through the provision of mental health services (psychotherapy) and other counseling services such as milieu counseling on school campuses, and peer support groups at our grief clinic.

We collaborate with OUSD and Alameda County Behavioral Health Care Services to provide services on school campuses. Primarily we place a full-time Mental Health Clinician on a school site. The Principal and Teachers work directly with EBAC Circle of Care/PALS Mental Health Clinician in partnership to refer youth most in need of mental health services. Psychotherapy and skill building services are provided over the course of the school year. Assessment, crisis intervention, referral, and case management services are also provided. Since 1996 this program has been funded largely with MediCal dollars and services are provided to students eligible for MediCal. Some schools continue to provide additional funding for services to non-MediCal eligible students.

We currently have full-time staff placed on the following OUSD school campuses:

- Claremont Middle School
- Emerson Elementary
- Frick Middle School (also Lead Agency for Frick Health and Wellness Center)
- Futures Elementary
- Community United Elementary
- Greenleaf Elementary
- Roots International Middle School
- Coliseum College Prep Academy
- Hoover Elementary
- West Oakland Music Academy
- Parker Elementary
- Reach Academy
- East Oakland Pride
- Sequoia Elementary
- Hawthorne Elementary
- Woodland Elementary

We also have EBAC mental Health Clinicians staff in our other programs on campuses in San Leandro, Hayward, and Fremont.



**AGREEMENT BETWEEN  
THE  
OAKLAND UNIFIED SCHOOL DISTRICT  
AND  
EAST BAY AGENCY FOR CHILDREN  
Circle of Care/PALS Program**

This Agreement, entered into on 6/18/2012 by and between the **OAKLAND UNIFIED SCHOOL DISTRICT, 1025 Second Avenue, Oakland, California 94606**, hereinafter referred to as DISTRICT, and East Bay Agency for Children, 303 Van Buren Avenue, Oakland, hereinafter referred to as PROVIDER.

**WITNESSETH**

WHEREAS, the DISTRICT has a vital interest in the mental health of all students and in inviting needed resources into its schools; and

WHEREAS, Roots International School, located at 1390 66<sup>th</sup> Ave, has identified mental health services as a much needed component of the educational structure of the school; and

WHEREAS, the Early Periodic, Screening, Diagnosis, and Treatment (EPSDT) Federal Medicaid program currently provides funding for Medical eligible students at no cost to the District; and

WHEREAS, East Bay Agency for Children has been approved by the County of Alameda to provide services under EPSDT, and

WHEREAS, East Bay Agency for Children is licensed to provide mental health and preventative support services to children and families,

NOW, therefore, the parties hereto do mutually agree as follows:

**I  
RESPONSIBILITIES OF THE SCHOOL SITE/DISTRICT**

**The District will:**

- 1) Secure a confidential workspace with locked file cabinet and phone line for the Provider.
- 2) Allow the Provider to use the following school resources: phones, copier as necessary.
- 3) Assist with program integration at school site, including access to school attendance records, and school activities.
- 4) Assist with coordination of services with other onsite providers
- 5) Agree on coordinating at least one training for teachers and staff .
- 6) Agree to collaborate with Coordination of Services Team (COST), SST Teams, Family Support Teams, school psychologist and principal to provide referrals to provider.
- 7) Provide evidence of Fire Clearance (Central Administration).
- 8) Provide oversight of the program.
- 9) Attempt to mediate any concerns with the assigned EBAC provider(s) and subsequently seek support from EBAC Program Directors as needed.

## II RESPONSIBILITIES OF THE PROVIDER

### **The Provider agrees to the following:**

- 1) Insure that site staff is culturally and linguistically competent to work with the school's diverse population of students.
- 2) Provide individual and group supervision for clinicians on a weekly basis.
- 3) Adhere to District's Special Education Policies and referral procedures.
- 4) Provide limited pro bono services or manage appropriate referrals for students NOT covered by EPSDT funding.
- 5) Participate in mental health/public health trainings for teachers and school officers offered by the site.
- 6) Develop and maintain a database of students, keep records, and provide aggregate data as requested by the District for program evaluation purposes.
- 7) Collaborate with school administrators, and agree to communicate any concerns that may arise while providing services at sites.
- 8) Have all site staff fingerprinted and medically tested for tuberculosis prior to delivering services.
- 9) Fulltime clinicians will provide services during the school day from 8-4 5 days a week, with some time away for supervision and administrative meetings.
- 10) Provide site based clinician(s) with cell phones and lap top or desk top computers when possible and necessary.
- 11) Provide Quality Assurance and clinical records charting and monitoring consistent with professional and Medi-Cal standards.
- 12) Coordinate with Principals and District Program Managers for School Based Mental Health to provide excellent service and mediate any on site difficulties.

Clinicians from East Bay Agency for Children will provide the following services for students and their families, who are coping with issues or problems which are impeding their academic success or functioning within their family. Clinicians will provide the following types of services to these youth and their families:

- Psychosocial Assessments of referred children
- Individual and Group Counseling for students
- Family Counseling, family case work and home visits
- Participation in COST and collaboration with other mental health providers on school site
- Attendance at SST or family support team meetings when appropriate
- Crisis consultation, response and planning, as needed
- Teacher consultation and in-service training, as requested
- Grief and illness support services
- Referral services and collaboration with other agencies

In addition, East Bay agency for Children will provide supervision, training, administration and materials and supplies to support the work of the clinicians placed at Roots International School.

**III**  
**COMPENSATION**

The PROVIDER will receive compensation for services provided to Medical students from the EPSDT program managed by the County of Alameda.

For services provided to non Medical students the provider will provide limited pro bono services when available and make appropriate referrals. As EPSDT funding is limited to children who are actively qualified for Medi-Cal insurance coverage and have diagnoses that meet medical necessity, individual schools are strongly encouraged to support non-medical children and youth with school site discretionary funds. Roots International school agrees to provide \$ \_\_\_\_ 60,000 \_\_\_\_ in support of these services.

**IV**  
**INDEPENDENT CONTRACTOR**

PROVIDER is, for all purposes arising from this Agreement, an independent contractor. No officer, agent, or employee of PROVIDER or DISTRICT shall be deemed an officer, agent, or employee of the other party hereto. Neither PROVIDER nor DISTRICT, nor any officer, agent, or employee thereof shall be entitled to any benefits to which employees of the other party hereto are entitled, including, but not limited to overtime, retirement benefits, workers' compensation benefits, and injury leave or other leave benefits.

**V**  
**INDEMNIFICATION**

- A. PROVIDER agrees to defend, indemnify, and save free and harmless the DISTRICT, its officers, agents, and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from, or alleged to have arisen from PROVIDER's performance, or lack thereof, under this Agreement.
- B. DISTRICT agrees to defend, indemnify, and save free and harmless the PROVIDER, its officers, agents, and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from, or alleged to have arisen from DISTRICT's performance, or lack thereof, under this Agreement.

**VI**  
**AMENDMENT**

No changes in the responsibilities of DISTRICT and/or PROVIDER to be performed herein shall become effective until mutually agreed upon by the DISTRICT and PROVIDER in writing. Such changes as are mutually agreed to by the DISTRICT and PROVIDER, which require additional services or a reduction in services to be performed by PROVIDER under the Agreement and an adjustment to the amount to be paid to PROVIDER as provided herein shall be incorporated in written amendments to this Agreement.

**VII**  
**TERM AND TERMINATION OF AGREEMENT**

- A. The term of this Agreement shall commence on August 27, 2012, and shall continue until June 28, 2013.
- B. Notwithstanding the foregoing, this Agreement may be terminated upon thirty (30) days' written notice by either party hereto. Said termination shall not be deemed to be a breach of this Agreement and/or tortuous conduct.

**VIII  
NOTICES**

Any notice permitted or required under the provisions of this Agreement shall be in writing and signed by the party giving or serving the same and either in person or delivered by mail, addressed to the party as follows:

**PROVIDER:** East Bay Agency for Children – Circle of Care/PALS Program

**DISTRICT:** Oakland Unified School District

**SCHOOL:** Roots International  
1390 66<sup>th</sup> Ave  
Oakland, Ca 94621

**CC: Oakland Unified School District  
1025 Second Avenue, 2<sup>ND</sup> Floor Annex  
Oakland, CA 94606**

**IX  
CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement only.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date shown below:

East Bay Agency for Children, Circle of Care/Oakland PALS Program

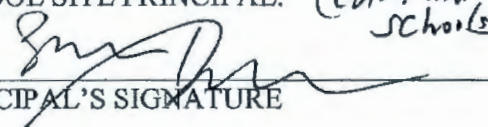
  
\_\_\_\_\_  
EBAC Program Director

6/18/2012  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
EBAC Senior Director of School and Community Services

6/25/12  
\_\_\_\_\_  
Date

SCHOOL SITE PRINCIPAL: *(Community Schools Director)*

  
\_\_\_\_\_  
PRINCIPAL'S SIGNATURE

JUNE 18<sup>TH</sup>, 2012  
\_\_\_\_\_  
Date



EASTBAY-01

ADINEROS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/6/2012

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 Walsh Carter & Associates Insurance Services, LLC 425 California Street, #400 San Francisco, CA 94104	CONTACT NAME:		FAX (A/C, No): (415) 217-6201
	PHONE (A/C, No, Ext): (415) 217-6200	E-MAIL ADDRESS:	
INSURED  East Bay Agency for Children 303 Van Buren Ave Oakland, CA 94610	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Cypress Insurance Company		
	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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	3300059407-121	7/1/2012	7/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

\*10 DAY NOTICE OF CANCELLATION MAY BE ISSUED FOR NONPAYMENT OF PREMIUM/ NON REPORTING OF PAYROLL.

RE: ALL OPERATIONS DURING POLICY PERIOD

**CERTIFICATE HOLDER**

Oakland Unified School District  
900 High Street  
Oakland, CA 94601

**CANCELLATION**

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

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# EPLS

## Excluded Parties List System



### Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

### View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

### Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

### OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

### EPLS Search Results

#### Search Results for Parties Excluded by

Firm, Entity, or Vessel : East Bay Agency for Children

As of 13-Nov-2012 1:50 PM EST

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

### Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

### Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

### Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

### Contact Information

- > For Help: Federal Service Desk



# CERTIFICATE OF LIABILITY INSURANCE

EASTBA1

OP ID: AN

DATE (MM/DD/YYYY)

11/06/12

PRODUCER Cook, Disharoon & Greathouse P.O. Box 12909 Oakland, CA 94604- David D. DeMeter		510-437-1900	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED East Bay Agency for Children Attn: Debbie Christou 303 Van Buren Avenue Oakland, CA 94610		INSURERS AFFORDING COVERAGE INSURER A: NIAC INSURER B: Hartford Fire Insurance Co. INSURER C: INSURER D: INSURER E:		NAIC # 19682

## COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	201108866NPO	11/14/11	11/14/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000	
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	201108866NPO	11/14/11	11/14/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	201108866UMBPO	11/14/11	11/14/12	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
B		FIDELITY	57BDDAH7778	11/14/11	11/14/12	FIDELITY	441,000
A		PROFESSIONAL LIAB	201108866NPO	11/14/11	11/14/12	PROF LIAB	\$3ML/\$1ML

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

10 day notice of cancellation will apply for non-payment of premium.  
 SEE ATTACHED NOTEPAD FOR A LIST OF ADDITIONAL INSURED.

## CERTIFICATE HOLDER

OAKLUN1

OAKLAND UNIFIED  
 SCHOOL DISTRICT  
 900 HIGH STREET  
 OAKLAND, CA 94601

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Andrea Nguyen*

# 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

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

OUSD Staff Contact Emails about this contract should be sent to: (required) gina.hill@OUSD.K12.CA.US/ana.burgos@ousd.k12.ca.us

## Contractor Information

Contractor Name	East Bay Agency for Children	Agency's Contact	Steve Eckert			
OUSD Vendor ID #	V001647	Title	Executive Director			
Street Address	303 Van Buren Ave	City	Oakland	State	CA	Zip 94610
Telephone	(510) 268-3770	Email (required)	steve@ebac.org			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

## Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	07/01/2012	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 48.08	Number of Hours (required)	1,248.00		

## 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
	SIG Funds	226 31 80 111	5825	\$ 60,000.00
			5825	\$
			5825	\$
Requisition No. (required)	R0305689		Total Contract Amount	\$ 60,000.00

## 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	Gina Hill	Phone	510.639.3226
	Site / Department	Roots International Academy		Fax	
	Signature			Date Approved	10/3/12
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			Date Approved	10/12-12
	Signature (if using multiple restricted resources)			Date Approved	
3.	Regional Executive Officer				
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site <input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature			Date Approved	12/3/12
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
	Signature	Maura Santos		Date Approved	12-5-12
5.	Superintendent, Board of Education Signature on the legal contract				
Legal	Required if not using standard contract	Approved			Date 11/12/12
Procurement	Date Received		PO Number		

2311