Board Office Use: Legi	islativ	e Fi	le Info.
File ID Number	13	-111	03
Introduction Date	6	12	13
Enactment Number	7	13	-1011
Enactment Date		611	2/13



Schools. Thriving Students

for to exceed

	Community Schools, Trinving Studi
Memo To From	Board of Education Tony Smith, Ph.D., Superintendent By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action Vernon Hal, Deputy Superintendent, Business & Operations
Board Meeting Date (To be completed by Procurement)	6/12/13
Subject	Professional Services Contract Amendment - 1 Seneca Center San Leandro CA (Contractor, City/State) - Elmhurst Community Prep- 221 (site/department)
Action Requested	Approval by the Governing Board of the amendment to the professional services contract between the District and Seneca Center  Services to be primarily provided to Elmhurst Community Prep- 221 for the period of 09/01/2012 through 06/30/2013, in an amount not to exc \$80,000.00
Background A one paragraph explanation of why an amendment is needed.	The partnership with Seneca Center has been extremely successful in promoting a positive school culture—through advisory planning, implementation of Restorative Justice practices, and revamping our discipline practices in accordance with the District's VRP. The nature of this success, and the extent of the work yet to be done require additional work hours above and beyond our original contract.
Discussion One paragraph summary of the amended scope of	Amendment No. 1 of a contract for services between OUSD and Seneca Center San Leandro, CA, for the latter to provide: an additional coordinator to bring about our School Improvement Grant (SIG deliverables around implementing Response to Intervention. He/she will focus on revamping our discipline policies. The change will involve a move away from a punitive, grade-level centric approach that focuses on responding to the affects of complex and reoccurring

work.

dro, CA, rant (SIG) g our c approach toward a restorative approach that focuses on responding to the effects of complex and re trauma in the classroom. He/she will work both directly with individual students and provide professional development to teachers so that they are able to recognize and respond to student needs. Through the period of 9/01/2012 through 6/30/2013 increasing the Not to Exceed Amount from \$125,000 to \$205,000. All other terms remain in full force and effect.

Recommendation

Approval by the Governing Board of the amendment to the professional services contract between the District and Seneca Center Services to be primarily provided to Elmhurst Community Prep- 221 the period of 09/01/2012 through 06/30/2013 , in an amount not to exceed \$80,000.00

Fiscal Impact

Funding resource name (please spell out) GP Unrest- INSTR not to exceed \$ 80,000.00

**Attachments** 

- Contract Amendment
- Copy of original contract

Board Office Use: Leg	islative File Info.
File ID Number	13,-1103
Introduction Date	6/12/13
Enactment Number	13-1071
Enactment Date	6/2/13

New Req. No.

Rev. 6/12 v1

R0316935

P.O. No.

P1303796



Community Schools, Thriving Students

# AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

ar	nd	This Ame Seneca Center	ndment is entered into between the Oa (CONTRACTOR). OUSD en 09/01, 20 <u>12</u> , and th	tered into an Agreeme	District (OUSD) ent with CONTRACTOR for services on end that Agreement as follows:
1.	expected fine Revised ecognition of	ne of work has channal results, such as a scope of work attact	ervices, materials, products, and/or rep hed. OR, The CONTRACTOR agree of the program, and the great nee	evised scope of work boorts; attach additiona s to provide the follow d for the services th	ing amended services: at exist in our school community,
we s	seek to am	end the existing co	ntract to include the services of an	additional Seneca t	herapist.
2.	Terms (du If the and th		rm of the contract is <u>unchanged</u> .  1: The contract term is extended b tion date is06/30/2013		e contract has <u>changed</u> . 600 Hours (days/weeks/months),
3.	Compens		ntract price is <u>unchanged</u> .		rice has <u>changed</u> .
	If the		s changed: The contract price is 880,000.00 to original		
			\$to original of		
	and th	ne new contract to	al is Two Hundred Five Thousand		dollars (\$ <u>205,000.00</u> )
4.				, and prior Amendm	nent(s) if any, shall remain unchanged
5.		force and effect a ent History:	originally stated.		
0.			amendments to this Agreement.   Th	nis contract has previo	usly been amended as follows:
	No.	Date	General Description of Rea	son for Amendment	Amount of Increase (Decrease)
					\$
					\$
					\$
6.	Approval:	This Agreement is by the State Admin	not effective and no payment shall l strator, the Board of Education, an	oe made to Contractor d/or the Interim Sup	or until it is approved. Approval requires erintendent as their designee.
C	DAKLAND U	JNIFIED SCHOOL [	ISTRICT C	CONTRACTOR	1-5m) 24/23/12
		t, Board of Education endent or Designee	Date 5-23-2013	Contractor Signature	LCU Provant Divitor
_	Certified:	Straw, Jr., Secretary	Date   13 13	Print Name, Title	Con Hogiana Michel
E		estraw, Jr., Secret			

## **EXHIBIT "A" Scope of Work**

# DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR'S entire Proposal is <u>not</u> 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 <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

Amendment No. 1 of a contract for services between OUSD and Seneca Center San Leandro, CA, for the latter to provide: an additional coordinator to bring about our School Improvement Grant (SIG) deliverables around implementing Response to Intervention. He/she will focus on revamping our discipline policies. The change will involve a move away from a punitive, grade-level centric approach toward a restorative approach that focuses on responding to the effects of complex and reoccurring trauma in the classroom. He/she will work both directly with individual students and provide professional development to teachers so that they are able to recognize and respond to student needs. Through the period of 9/01/2012 through 6/30/2013 increasing the Not to Exceed Amount from \$125,000 to \$205,000. All other terms remain in full force and effect.

	SCOPE OF WORK
Se	eneca Center will provide a maximum of 1,600.00 hours of services at a rate of \$50.00 per hour for a
tota	al not to exceed $\$80,000.00$ . Services are anticipated to begin on $09/01/2012$ and end on $06/30/2013$ .
1.	The second section of the contractor will provide Respecific
	The partnership with Seneca Center has been extremely successful in promoting a positive school through advisory planning, implementation of Restorative Justice practices, and revamping our discipline practices in accordance with the District's VRP. The nature of this success, and the extent of the work yet to be done require additional work hours above and beyond our original contract.
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.
	<ol> <li>Reduce suspensions school-wide by 50%.</li> <li>Eliminate disparate impact of both suspensions and referrals.</li> <li>Improve GPA of focal students by at least .5 and reduce the number of students requiring summer school by 50%.</li> </ol>
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 ✓ Prepare students for success in college and careers
	Develop social, emotional and physical health  Safe, healthy and supportive schools
	Create equitable opportunities for learning  Accountable for quality
	High quality and effective instruction  Full service community district

Rev. 6/22/11 v3 Page 5 of 6

4.			ment with Single Plan for Student Achievement (required if using State or Federal Funds)					
	Action Item included in Board Approved SPSA (no additional documentation required) – Action Item Number:							
		Act	tion Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager ner 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.					

Rev. 6/22/11 v3 Page 6 of 6



# **AMENDMENT** ROUTING FORM

2012-2013

Date

# PROFESSIONAL SERVICES CONTRACT AMENDMENT No. \_\_\_1

		PK	OLESST	UNAL	SERVICE	3 00	AIKA	CI AI	ILIVE	PILITI	1401		
					D	irection	S						
Servi	ces beyond th	e origina	al contract	cannot	be provided ur	ntil the a	mendm	ent has b	een full	y approved	and th	e Purchase Ord	der
2	<ol> <li>amount has been increased by Procurement.</li> <li>Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.</li> <li>Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.</li> <li>If contract total amount has increased, the scope of work has changed. OUSD contract originator creates new</li> </ol>												
	<ul><li>If contract requisition</li><li>OUSD cont</li></ul>	with the	e original P	O numb	er reference	d in the	item de	scription	٦.				
	requisition.  n the contract												
											- Indie	J. GC	
Chec		■Ame	ended Scop	e of wor	acket including k (Be specific a v of the original	s to wha contract	t addition and any	nal work i prior Am	s being of endment	done by this	consult	ant.)	
ousi	Staff Contact	Emails ab	out this conti	act snoul	d be sent to: (R	equirea)	nan	cy.gomez	z@ousd.	k12.ca.us			
					Contrac	ctor Info	rmatio	n					
Cont	ractor Name	Seneca	Center			Agency	's Conta		y Marsh				
	D Vendor ID#	100480				Title	I.		ram Dire		-1	7: 04570	_
	et Address		rlington Driv	/e		City	San Le			State CA	1	Zip 94578	
Telep	ohone	(510) 7	60-9100			Email	emily_r	marsh@s	enecace	nter.org			
		Co			Terms – Mus				Billing				
Origi	nal Contract An	nount	\$ 125,000								13037	96	
Ame	nded Amount		\$ 80,000.0	00		New Requisition #		R0316935		35			
New	Total Contract	Amount	\$205,000	.00	Start Date 09/		/01/2012	End Date 06/30/2013		30/2013			
Pay	Rate Per Hour	Required)	50.00			Number of Hours (Required)		1)	1,600.00				
					Budg	et Infor	mation						
	If you are pla	anning to I	multi-fund a c	ontract u	sing LEP funds, p	olease cor	ntact the S	State and F	ederal O	ffice <u>before</u> co	mpleting	j requisition.	
R	esource #	Resource	Name		Oı	rg Key			0	bject Code		Amount	
	0000	GP- Un	rest	***************************************	2211	1110101				5825	\$ 80,	00.00	
										5825	\$		
										5825	\$		
	1												
	ased by Procurer	nent.		nount can		before the	amendm	ent is fully	approved			rder amount has be	een
	OUSD Adminis	trator vei	rifies that th	is vendo	r does not appe	ear on th	e Exclud	ed Partie	s List (ht	tps://www.e	ols.gov/	epis/search.do)	
	Site Administra	ator or Ma	ınager	Name	Kilian Betlach			Phone	63928	888	Fax	6392891	
1.	Site / Departme	nt		Elmhur	st Community F	Prep- 221							
	Signature			7	5 3	1		Date Ap	proved	4.0	23.13	>	
Resource Manager, if using funds managed by: State and Federal Quality, Community, School Development Family, Schools, and Community Partnerships			ıs										
2.	Signature			/	/			Date Ap	proved				
	Signature							Date Ap	proved				
Regional or Executive Officer	fficer							1	1	L. V.			
3.	Signature		MMN					Date Ap	proved	5/14	V	)	
4		ntendent	Instructiona	Leaders	ship / Deputy Su	perinten	dent Busi	iness Ope	rations	Consultant Ag	gregate (	Jnder □, Over □\$50	0,000
4.	Signature	m	CALA	V)a	ntes			Date Ap	proved	5-	23-	2013	
5.		t or Boar	d of Educati		ture on the legal	contract							

Approved

Denied - Reason

PO Number

**Procurement** 

Legal Required if not using standard contract

Date Received

Board Office Use: Le	gislative File Info.
File ID Number	12-2675
Introduction Date	11-14-12
<b>Enactment Number</b>	12-2797
Enactment Date	11-14-12 4



Enactment Date	Community Schools, Thriving Student
Memo	
To	The Board of Education
From	Tony Smith, Ph.D., Superintendent VEH GATS.  By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  Vernon Hal, Deputy Superintendent, Business & Operations
Board Meeting Date (To be completed by Procurement)	4/14/12
Subject	Professional Services Contract - Seneca Center San Leandro CA (contractor, City State) Elmhurst Community Prep- 221 (site/department)
Action Requested	Approval of a professional services contract between Oakland Unified School  District and Seneca Center Services to  be primarily provided to Elmhurst Community Prep- 221 for the period of 09/01/2012 through 06/30/2013
Background A one paragraph explanation of why the consultant's services are needed.	Seneca Center's Oakland Public Schools program provides schools with consultation and hands-on support in creating, implementing and sustaining a Response to Intervention framework for coordinating efforts to provide equitable and appropriate supports to all students. The program provides Seneca's clinical expertise to students, school staff and families in an effort to address the needs of the whole child.
Discussion One paragraph summary of the scope of work.	The clinician will provide school-wide and classroom-wide consultation and support at Tier 1, including overseeing implementation of an advisory curriculum as a Tier 1 SEL intervention, facilitate small-group intervention at Tier 2, and case manage students with existing Tier 3 providers to determine the effectiveness of intensive support. Data collection and progress monitoring analysis is conduced routinely and shared with stakeholders in an effort to aid decision-making.
Recommendation	Approval of professional services contract between Oakland Unified School  District and Seneca Center Services to be primarily provided to Elmhurst Community Prep- 221 for the period of 09/01/2012 through 06/30/2013.
Fiscal Impact	Funding resource name (please spell out) SIG-Trans Instruction
Attachments	<ul> <li>not to exceed \$ 125,000.00</li> <li>Professional Services Contract including scope of work</li> <li>Fingerprint/Background Check Certification</li> <li>Commercial General Liability Insurance Certification</li> <li>TB screening documentation</li> <li>Statement of qualifications</li> </ul>

Board Office Use: Legi	slative File Info.
File ID Number	12-2675
Introduction Date	11/14/12
Enactment Number	1/2-2797.
Enactment Date	11-14-12/1

below:

Rev. 4/11/12 v1



### PROFESSIONAL SERVICES CONTRACT 2012-2013

	PROFESSIONAL SERVICES CONTRACT 2012-2015
ina to p	s Agreement is entered into between the Oakland Unified School District (OUSD) and Seneca Center ONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in ancial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The ties 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 <a href="https://doi.org/10.12">09/01/2012</a> , 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 <a a,"="" an="" attached="" basis="" be="" delivered="" hereto,="" hourly="" href="https://doi.org/10.1007/journal.org/10.1007/journ&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;3.&lt;/td&gt;&lt;td&gt;Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed One Hundred Twenty Five Thousand Dollars (\$125,000.00). 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.&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit " of="" on="" ousd.<="" scope="" services="" specific="" td="" the="" to=""></a>
	OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: none.
	Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.
	The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.
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:
	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: none. 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 Jor 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

Page 1 of 6

R0303957

### Professional Services Contract CONTRACTOR: **OUSD** Representative: Name: Kilian Betlach Name: Scott Osborn Title: Division Director Elmhurst Community Prep- 221 Site /Dept.: Address: 1800 98th Avenue Address: 2275 Arlington Drive CA 94578 Oakland, CA 94603 San Leandro Phone: (510) 520-0943 Phone: 639-2888

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.

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

- 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:
  - Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Page 3 of 6

- 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)

Anticipated start date: 09/01/2012 Work shall be completed by: 06/30/2013 Total Fee: \$125,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

OPPresident, Board of Education

Superintendent or Designee

Secretary, Board of Education

File ID Number: 12-245

Introduction Date: 14-3-245

Introduction Date: 14-3-245

By: Rev. 4/11/12 v1

Enactment Number: 12 - 2Enactment Date: 11 - 14 - 12

### **EXHIBIT "A" Scope of Work**

# DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR'S entire Proposal is <u>not</u> 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 <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

The clinician will provide school-wide and classroom-wide consultation and support at Tier 1, including overseeing implementation of an advisory curriculum as a Tier 1 SEL intervention, facilitate small-group intervention at Tier 2, and case manage students with existing Tier 3 providers to determine the effectiveness of intensive support. Data collection and progress monitoring analysis is conduced routinely and shared with stakeholders in an effort to aid decision-making.

	SCOPE OF WORK
Se	neca Center will provide a maximum of 2,500.00 hours of services at a rate of \$50.00 per hour for a
tota	I not to exceed $\frac{125,000.00}{}$ . Services are anticipated to begin on $\frac{09/01/2012}{}$ and end on $\frac{06/30/2013}{}$ .
1.	<b>Description of Services to be Provided:</b> Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what <i>this</i> Contractor will do.
	Seneca's Center Oakland Public Schools program will provide mental health and behavioral support and intervention, utilizing the Response to Intervention (RtI) framework, to Elmhurst Community Prep teachers, students and families. The licensed clinical interventionist will  - help to facilitate Coordination of Services Team meetings in collaboration with the school's COST coordinator;  - conduct professional development;  - consult and plan with school leadership;  - support teacher planning;  - assist with instruction of identified students and student groups;  - provide case management services; and  - assist with the identification of school-wide practices with regards to student behavior and social-emotional learning including implementation of an Advisory Curriculum.
2.	<b>Specific Outcomes:</b> 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.
	As a result of the partnership, students, staff and school leaders at Elmhurst Community Prep will  - understand the power and applied principals for Response to Intervention (RtI);  - utilize the COST as a means of training and linking referred students to resources, both academic and therapeutic/behavioral;  - implement a school-wide, grade-specific Advisory Curriculum;  - ensure that all students needing intervention receive academic and/or behavioral screening and, when appropriate, a plan for intervention within or beyond the classroom;  - participate in progress monitoring data analysis to monitor successes both school-wide and with individual students; and,  - ensure that students consistency enrolled in one-to-two intervention cycles will make measureable progress toward acheiving all established goals.
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  Indicate the goals and visions supported by the services of this contract:  Prepare students for success in college and careers  Safe, healthy and supportive schools  Accountable for quality  Full service community district

Page 5 of 6

# 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 of the modification. 4. Sign-in sheet for meeting in which the SPSA modification was approved.

Page 6 of 6



# Statement of Qualifications

September 7, 2012

For more than 25 years, Seneca has been pursuing its mission to support children and families through their most difficult times. Started as a residential and day treatment program with six beds, the agency has now expanded to serve approximately 5,600 youth and families each year in counties throughout the state. Seneca offers a continuum of care for youth aged 3 to 21 who face the most profound emotional, behavioral and/or learning challenges. These services cover a wide range including a Residential-Based Service program, an emergency stabilization center that diverts youth from psychiatric hospitalization, community based wraparound services that serve youth at risk of group home placement, adoption support, a therapeutic preschool, day treatment services, and special day classes. One of our most innovative projects has been the development of the All In! model, a Response-to-Intervention approach that integrates special education and mental health services and shifts resources towards early identification and intervention. This model has been implemented in partnership with schools serving Oakland youth.

All of Seneca's services are informed by our model of Unconditional Care. This model is articulated in the book, Unconditional Care: Relationship-Based, Behavioral Intervention with Vulnerable Children and Families, written by our Clinical Director John Sprinson and Founder and CEO Ken Berrick and published by Oxford Press. Seneca's stance of "unconditional care" can be characterized both as a core value or principle as well as an actual method of intervention. In the former sense, it refers to our conviction and policy that we will not discharge clients from our programs for the behaviors that brought them to us in the first place. In the latter, unconditional care can be seen as an implicit treatment intervention that informs and infuses all interactions between staff members and clients. Integrating the three streams of relational, ecological, and behavioral approaches into comprehensive assessment and treatment planning, the Unconditional Care approach looks to understand a youth's internal working model and, in partnership with the youth and their family, develop interventions that build on the youth's strengths and disconfirm their unhelpful and negative thoughts about themselves and their role in their environment.

Seneca is committed to providing the highest-quality of care, evidenced by our accreditation by the Joint Commission. All agency employees, of which there are nearly 1,000 across the state, have at least a Bachelor's degree and receive intensive, ongoing clinical training and supervision. In fact, Seneca's Training Institute trains thousands of public and private agency staff throughout the state in best practices and evidenced-based models for caring for vulnerable youth and families.

Seneca looks forward to continuing its cooperative and productive partnership with the Oakland Unified School District through the establishment of this school-based Clinical Intervention Specialist position.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/6/2012

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

PRODUCER	CONTACT NAME:						
Chapman Charles I Callaghas & Ca	PHONE (AJC, No, Ext); 1 (626) 405-8031 FAX (AJC, No): 1 (626)	6) 405-0585					
a Division of Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. PO Box 5455 Pasadena, CA 91117-0455	E-MAIL ADDRESS:						
	INSURER(S) AFFORDING COVERAGE	NAIC #					
	INSURER A : Nonprofits' Insurance Alliance of California	011845					
INSURED	INSURER B : American Home Assurance Co	The second secon					
Seneca Family of Agencies 2275 Arlington Drive San Leandro, CA 94578	INSURER C:						
	INSURER D :						
	INSURER E :						
	INSURER F:	i					

COVERAGES

CERTIFICATE 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,

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

Oakland Unified School District is named as additional insured with respect to the operations of the named insured. Workers Compensation coverage excluded, evidence only.

CERT	IFICA	TEH	OLDER
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Oakland Unified School District 1025 2nd Street Oakland, CA 94606

### 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 Results Excluded By Individual: Seneca Center State: CALIFORNIA Country: UNITED STATES as of 06-Sep-2012 6:04 PM EDT

Your search returned no results.



# Con Milty Schools, Thriving Students PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

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2. Ensure con	tractor meets the co	nsultant re	quirements (includ	ding The Ex	kcluded Pa	rty List	Insurance	and HRS	5 Consu	ltant Vei	rification)
3. Contractor	and OUSD contract	originator o	complete the cont	ract packe	t together	r and att	tach requir	ed attach	ments.		
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			Contrac	tor Infor	mation						
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OUSD Vendor ID #				Title			ision Dire	ctor			
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Telephone	(510) 520-0943			Email (	equired)		sborn@s				
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