

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	17-0913
Introduction Date	5/24/17
Enactment Number	17-0680
Enactment Date	5/24/17



# Memo

**To** Board of Education  
**From** Antwan Wilson, Superintendent

**Board Meeting Date**  
(To be completed by Procurement)

**Subject** Professional Services Contract - Alternatives In Action  
- 302/Fremont High School (site/department)

**Action Requested** Approval of professional services contract between Oakland Unified School District and Alternatives In Action. Services to be primarily provided to 302/Fremont High School for the period of 08/22/16 through 06/09/17.

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

Alternatives in Action will add supports in social emotional learning and skill building by increasing staffing to support lunchtime activities, cascading leadership, boys of color, girls of color, newcomer, and family engagement services. Agency will provide Project Coaches for lunch-time and 9th grade Advisory at Fremont High School. The School Culture Building activities will focus on 9th – 12th graders and offer daily lunch time recreation activities and weekly after school activities including intramural sports, contests, arts events, and assemblies; The Parent Coach will provide outreach services to families of current youth in the 9-12th grades supporting college information workshops, career pat

**Discussion**  
*One paragraph summary of the scope of work.*

Approval by the Board of Education of a Professional Services Contract between the District and Alternatives in Action, Oakland, CA for the latter to provide support for School Culture Building, social emotional learning, and skill building by increasing staffing to support lunchtime activities, cascading leadership, boys of color, girls of color, newcomer, and family engagement services; Project Coaches for lunch time activities, 9th grade Advisory, and a Parent Coach to support students and families of Fremont High School; School Culture Building activities will focus on 9th–12th graders and offer daily lunch time recreation activities that include intramural sports, contests, arts events, and assemblies; Parent Coach will provide outreach services to families of current youth in the 9-12th grades supporting college information workshops, career pathways support, scholarships, internships, and graduation events for the period of August 22, 2016 to June 9, 2017, in an amount not to exceed \$23,601.00.

**Recommendation** Approval of professional services contract between Oakland Unified School District and Alternatives In Action. Services to be primarily provided to 302/Fremont High School for the period of 08/22/16 through 06/09/17.

**Fiscal Impact** Funding resource name (please spell out) 9333/Measure N Parcel Tax  
not to exceed 23,601.00

**Attachments**

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Insurance Certification
- TB screening documentation
- Statement of qualifications



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With *Every* Consent Agenda Contract.**

**Legislative File ID No.** 17-0913

**Department:** 302/Fremont High School

**Vendor Name:** Alternatives In Action

**Contract Term:** Start Date: 08/22/16 End Date: 06/09/17

**Annual Cost:** \$ 23,601.00

**Approved by:** Rosemary McAtee

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

This organization has demonstrated experience and capacity serving in the after school agency role. This organization successfully met all requirements of OUSD's Lead Agency Request for Qualifications process and has been approved as a qualified lead agency partners by the OUSD Expanded Learning Office. Alternatives In Action will provide school day support for 9th grade SEL, Newcomer Refugee Support; Increased focus on target populations with social emotional supports; Academic intervention and acceleration for students with zero schooling experience (SPSA line on Page 7).

**Summarize the services this Vendor will be providing.**

Alternatives in Action will provide support for School Culture Building, social emotional learning, and skill building by increasing staffing to support lunchtime activities, cascading leadership, boys of color, girls of color, newcomer, and family engagement services. Agency will provide Project Coaches for lunch time activities, 9th grade Advisory, and a Parent Coach to support students and families of Fremont High School. The School Culture Building activities will focus on 9th – 12th graders and offer daily lunch time recreation activities that include intramural sports, contests, arts events, and assemblies. The Parent Coach will provide outreach services to families of current youth in the 9-12th grades supporting college information workshops, career pathways support, scholarships, internships, and graduation events.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

Fremont High School has used the services of Alternatives In Action in previous years and their services are competitively priced with other vendors.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	17-0913
Introduction Date	5/24/17
Enactment Number	17-0680
Enactment Date	5/24/17



**OAKLAND UNIFIED SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

**PROFESSIONAL SERVICES CONTRACT 2016-2017**

This Agreement is entered into between Alternatives In Action

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

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 08/22/16, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$ 87,800. in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$ 87,800, whichever is later. The work shall be completed no later than 06/09/17.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twenty Three Thousand, Six Hundred and One Dollars (23,601.00) [per fiscal year], at an hourly billing rate not to exceed \_\_\_\_\_ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after 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.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A, which shall not exceed a total cost of \_\_\_\_\_.

**5. 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.

- 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: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- 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: Rosemary McAtee  
Site /Dept.: 302/Fremont High School  
Address: 4610 Foothill Boulevard  
Oakland CA 94601  
Phone: 510-434-5257  
Email: rosemary.mcatee@ousd.org

**CONTRACTOR:**

Name: Patricia Murillo  
Title: Executive Director  
Address: 3666 Grand Avenue, Suite A  
Oakland CA 94610  
Phone: 510-285-6290 Ext. 305  
Email: pmurillo@alternativesinactions.org

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.

8. **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.

9. **Insurance:**

1. 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 from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, 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, 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.

Professional Services Contract

13. **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 controlled substances, alcohol or tobacco on these sites.
14. **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.
15. **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.
16. **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.
17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior 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.
18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
  1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
  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.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **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.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate 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).
21. **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.
22. **Confidentiality:** 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

Professional Services Contract

student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable, 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 without the prior approval of OUSD Human Resources.

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.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/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.sam.gov/).
25. 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.
26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
27. 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.
28. 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.
29. 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.
30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD'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.
31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

[Handwritten signature in blue ink]

- President, Board of Education
Superintendent
Chief or Deputy Chief

[Handwritten signature in blue ink]

Secretary, Board of Education

CONTRACTOR

[Handwritten signature in blue ink]

Contractor Signature

Patricia Murillo

Executive Director

Print Name, Title

Form approved by OUSD General Counsel for 2016-17 FY

## EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 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.

Alternatives in Action will add supports in social emotional learning and skill building by increasing staffing to support lunchtime activities, cascading leadership, boys of color, girls of color, newcomer, and family engagement services.

Agency will provide Project Coaches for lunch-time and 9th grade Advisory at Fremont High School.

The School Culture Building activities will focus on 9th – 12th graders and offer daily lunch time recreation activities and weekly after school activities including intramural sports, contests, arts events, and assemblies.

The Parent Coach will provide outreach services to families of current youth in the 9-12th grades supporting college information workshops, career pathways support, scholarships, internships, and graduation events.



**Professional Services 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.**

These services will provide:

90% reduction in the number of fights or other incidents during lunch time

60% of participants will not have any suspensions or expulsions

50% of participants will report that they feel more prepared to stay in class and attend school

60% of participants will report that they got to know other students on campus

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

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

**4. Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: 302-52
- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of CSSSP 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 CSSSP modification was approved.
  3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
  4. Sign-in sheet for meeting in which the CSSSP modification was approved.

School Name: Fremont High School

School ID: 302

Budget Amount	Budget Resource	Budget Action	Associated Strategy	Associated LCAP Action Area	Object Code	Position Title	UPC	FTE	Budget Action Number	School ID
\$21.90	Measure N Parcel Tax	Will add to materials and supplies	Through direct instruction of literacy strategies, the ILT will support school wide implementation specifically focused on annotation, writing-to-learn, and academic conversation. PBL building on the Senior Capstone to reflect mastery of learning. Blended learning, specifically co-teaching and technology infusion. Advisory will support literacy that is embedded in college and career curriculum, school-wide readings, and explicit instruction in study skills. (Schoolwide)	A1.1: Pathway Programs	4300	n/a	n/a	n/a	302-49	302
\$20,000.00	Measure N Parcel Tax	Support learning materials in schoolwide pathway programs	Through direct instruction of literacy strategies, the ILT will support school wide implementation specifically focused on annotation, writing-to-learn, and academic conversation. PBL building on the Senior Capstone to reflect mastery of learning. Blended learning, specifically co-teaching and technology infusion. Advisory will support literacy that is embedded in college and career curriculum, school-wide readings, and explicit instruction in study skills. (Schoolwide)	A1.1: Pathway Programs	4310	n/a	n/a	n/a	302-50	302
\$27,000.00	Measure N Parcel Tax	Pathway Coach-to support the development and coordination of the career pathways and support the development of communities of practice with the pathway teacher teams	New site-based governance team focused on new teacher support and professional development (Schoolwide)	A1.1: Pathway Programs	5708	n/a	n/a	n/a	302-51	302
\$40,000.00	Measure N Parcel Tax	Consultants-Seeds of Awareness-support for 9th grade-SEL for Advisory; Multilingual support; Newcomer-refugee support	Increased focus on target populations with social emotional supports: case management, restorative justice, academic intervention and acceleration (Schoolwide)	A2.2: Social Emotional Learning	5825	n/a	n/a	n/a	302-52	302
\$20,000.00	Measure N Parcel Tax	Non-contracted services for career-based field trips, college visits, campus tours, admission fees	Increased focus on target populations with social emotional supports: case management, restorative justice, academic intervention and acceleration (Schoolwide)	A1.3: A-G Completion	5826	n/a	n/a	n/a	302-53	302
\$38,000.00	Measure N Parcel Tax	Teacher Extra Pay- Measure N planning, senior capstone mentorship, cross-disciplinary curriculum and project-based learning development	Senior Graduation Capstone Project (Schoolwide)	A2.10: Extended Time for Teachers	1122	n/a	n/a	n/a	302-54	302
\$140,220.00	Partnership Academy	Surplus funds to be allocated in Fall 2016.	n/a	n/a	4399	n/a	n/a	n/a	302-55	302
\$75,503.61	Program Investment	Teacher Extra Pay-, senior capstone mentorship, cross-disciplinary curriculum and project-based learning development, summer school, and twilight recovery programs, allocated according to intervention and acceleration	Increased focus on target populations with social emotional supports: case management, restorative justice, academic intervention and acceleration (Schoolwide)	A1.5: Summer Learning	1122	n/a	n/a	n/a	302-56	302
\$59,317.31	Title I Basic	Extend case management services to 10th grade in continuation from 2015-16 th grade.	Increased focus on target populations with social emotional supports: case management, restorative justice, academic intervention and acceleration (Schoolwide)	A2.9: Targeted School Improvement Support	n/a	CASE MANAGER	CSEMGR9999	0.6	302-57	302
\$7,715.83	Title I Basic	Books other than textbooks- support for academic intervention for 9th grade; credit recovery	Through direct instruction of literacy strategies, the ILT will support school wide implementation specifically focused on annotation, writing-to-learn, and academic conversation. PBL building on the Senior Capstone to reflect mastery of learning. Blended learning, specifically co-teaching and technology infusion. Advisory will support literacy that is embedded in college and career curriculum, school-wide readings, and explicit instruction in study skills. (Schoolwide)	A3.2: Reading Intervention	4200	n/a	n/a	n/a	302-58	302

## SCHOOLWIDE STRENGTHS, CHALLENGES & ROOT CAUSES

### Graduate Outcomes:

Performance Strengths	Performance Challenges	Root Causes
<p>80% of students who graduated from the Newcomer program (NEST) in 2015-16 entered college</p> <p>100% of 10th -12th grade students participate in Linked Learning Pathways</p>	<p>The 2013-14 graduation 4-year cohort rate is below the district rate: 44.9% &lt; 60.8%.</p> <p>The 4-yr dropout rate is 42.6% for all students while the district rate is 23.3%.</p> <p>As of 1/5/2016, these were the following percentages and numbers of students off track to graduation: 10th grade-50.6% (119); 11th grade-52.8% (95); 12th grade-29% (38).</p> <p>The A-G completion rate has declined from 44.1% in 2011-12 to 30.7% for all students in 2013-14.</p>	<p>Students do not earn enough credits to graduate or their grade point average was below 2.0. Students did not have an opportunity to make up credits or complete credit recovery. The school did not provide enough opportunities for credit recovery. Classroom instruction did not meet student need for intervention or acceleration. Counseling or case management was not available to provide personalized support.</p>

### Post-Secondary Readiness:

Performance Strengths	Performance Challenges	Root Causes
<p>AP Course Performance-AP Course access improved from 18% in 2013-14 to 22.1% in 2014-15. The AP Exam pass rate increased from 35.2% in 2013-14 to 40.0% in 2014-15. Concurrent Enrollment in community college courses exceeded the district average in 2014-15: 7.7% to 7.1%.</p>	<p>AP Course Performance-AP course access for African American students declined to 7.8% in 2014-15 from 9.3% in 2013-14. 69% of all students are not meeting A-G requirements.</p>	<p>74% of 9th grade students enter reading several years below grade level. The majority are reading at an elementary school level (even across the EO, non-Sped population.)</p> <p>Instruction focuses on common core standards and not the teaching of reading. Academic literacy is not available to all students. Large EL and LTEL population who do not qualify to be reclassified as fluent. Teachers and students are not focused on the assessment as an indicator of reading proficiency and its impact on school performance success.</p>

### Climate and Culture:

Performance Strengths	Performance Challenges	Root Causes
-----------------------	------------------------	-------------



# CERTIFICATE OF LIABILITY INSURANCE

ALTEINA-01 EBRITO

DATE (MM/DD/YYYY)  
7/5/2016

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).

<b>PRODUCER License # 0757776</b> HUB International Insurance Services Inc. P. O. Box 5076 San Ramon, CA 94583	<b>CONTACT NAME:</b> Rebecca Sanchez	
	<b>PHONE (A/C, No. Ext):</b> <b>E-MAIL ADDRESS:</b> cal.cpu@hubinternational.com	<b>FAX (A/C, No):</b>
<b>INSURED</b>  Alternatives in Action, dba: Bay Area School of Enterprise; dba: Home Project; dba: Home Sweet Home 3866 Grand Avenue, Suite A Oakland, CA 94610	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Markel Insurance Company	<b>NAIC #</b> 38970
	<b>INSURER B:</b> Cypress Insurance Company	<b>NAIC #</b> 10855
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**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	ADL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<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 OTHER:	X	CHP700138703	06/25/2016	06/25/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 1,000,000	
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CHP700138703	06/25/2016	06/25/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000		CHU700138703	06/25/2016	06/25/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	ALWC711175	06/25/2016	06/25/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Oakland Unified School District is additional insured with regard to General Liability per attached endorsement form MGL1209 01/12.

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District Attn: Risk Management 1000 Broadway, Suite 440 Oakland, CA 94607	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 
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.



**Alternatives in Action**  
WHERE YOUTH CHOOSE TO LEAD

## MEMO

To: Oakland Unified School District  
From: Oriana Obligation, Director of Operations & Finance  
Date: August 23, 2016  
RE: **Fingerprinting, TB Test and IA Requirements**

Alternatives in Action is responsible for fingerprinting and TB testing all of our employees working both in and outside of Oakland Unified School District. All of our employees who work at OUSD have passed fingerprint review by the Department of Justice (DOJ) and FBI and TB Testing requirements.

Alternatives in Action is willing to release any additional documentation to support evidence of proof of fingerprint passage and TB Test passage of persons working at OUSD. API numbers (from fingerprinting) will appear on all invoices submitted to OUSD.

Please let me know if you require any further information.

Warmest Regards,

Oriana Obligation  
Director of Operations & Finance  
Alternatives in Action  
Email: [oobligacion@alternativesinaction.org](mailto:oobligacion@alternativesinaction.org)  
PH: (510) 285-6290 x306

## Statement of Qualifications

Founded in 1994, Alternatives in Action is a non-profit which works with East Bay youth who have leadership potential and prepares them for college, career and community involvement. Through this work, Alternatives in Action envisions generations of young adults inspired and prepared to take meaningful action that positively transforms their lives and their communities.

Alternatives in Action makes this vision come alive through a range of programs, including its charter high school, Alternatives in Action High School; its Early Childhood Education Center that also provides career training for high school youth; and comprehensive school initiatives at four sites: McClymonds High School in West Oakland, Life Academy in East Oakland, Fremont High School in East Oakland and Alternatives in Action High School in East Oakland. In total, Alternatives in Action develops the leadership potential and provides school-linked services to over 1,300 youth with another 500 children and youth benefitting from the community-based projects and events created by Alternatives in Action youth.

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : alternatives\* in action\***  
**Record Status: Active**

**No Search Results**

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2016-2017



## Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

**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 Talent 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 All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check  
 For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)  
 For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

**OUSD Staff Contact** Emails about this contract should be sent to: (required) Renee.McMearn@ousd.org

## Contractor Information

Contractor Name	Alternatives In Action	Agency's Contact	Patricia Murillo				
OUSD Vendor ID #	1000606	Title	Executive Director				
Street Address	3666 Grand Avenue, Suite A	City	Oakland	State	CA	Zip	94610
Telephone	510-285-6290 Ext. 305	Email (required)	pmurillo@alternativesinactions.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	08/22/16	Date work will end	06/09/17	Other Expenses	
Pay Rate Per Hour (required)		Number of Hours (required)			

## Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
9333	Measure N	3021690101	5825	\$ 23,601.00
			5825	
			5825	
<b>Requisition No.</b> (required)	R0174581		<b>Total Contract Amount</b>	\$ 23,601.00

## Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

1.	<b>Administrator / Manager</b> (Originator)	Name	Rosemary McAtee		Phone	510-434-5257
	Site/Department (Name & #)	302/Fremont High School			Fax	510-434-5243
	Signature			Date Approved	5/11/17	
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Community Schools & Student Services <input type="checkbox"/> Risk Mgmt					
	<input checked="" type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)					
	Signature				Date Approved	
3.	<b>Network Superintendent/Deputy Network Superintendent</b>					
	Signature				Date Approved	5/11/17
	<b>Chiefs / Deputy Chiefs</b> Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ _____					
4.	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
	Signature				Date Approved	
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract					
<b>Legal</b> Required if not using standard contract	Approved	Denied - Reason			Date	
<b>Procurement</b>	Date Received	PO Number				