

Board Office Use: Legislative File Info.	
File ID Number	13-0710
Introduction Date	5/8/13
Enactment Number	13-6759
Enactment Date	5/8/13



**OAKLAND UNIFIED SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

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

**Board Meeting Date**  
*(To be completed by Procurement)* 5/8/13

**Subject** Professional Services Contract -  
The Mentoring Center Oakland CA (contractor, City State)  
Oakland Technical High School (site/department)

**Action Requested** Ratification of a professional services contract between Oakland Unified School District and The Mentoring Center. Services to be primarily provided to Oakland Technical High School for the period of 09/03/2012 through 05/30/2013.

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

The Mentoring Center has a proven record of providing professional development to support educators working with at risk African American males. The professional development is primarily focused on their Transformative Mentoring curriculum. The curriculum is designed to address those issues that get in the way of African American males from reaching their full potential. The participants in the Mentoring Center Transformative Mentoring curriculum professional development are facilitators of the Manhood Development Program. A program from the Office of African American Male Achievement designed to support cohorts of African American Males at OUSD high and middle schools. The Manhood Development Program is (continues next page)

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

A contract for services between Oakland Technical High School and The Mentoring Center, of Oakland, CA, for the latter to provide 20 hours of Transformative Mentoring Training to facilitators of the Manhood Development Program of the African American Male Achievement Initiative of the Oakland Unified School District (AAMA), at the rate of \$250.00 per hour for the period of September 3, 2012, through May 30, 2013, in an amount not to exceed \$5,000.00.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and The Mentoring Center. Services to be primarily provided to Oakland Technical High School for the period of 09/03/2012 through 05/30/2013.

**Fiscal Impact** Funding resource name (please spell out) S3 Grant  
not to exceed \$5,000.00

- Attachments**
- Professional Services Contract including scope of work
  - Fingerprint/Background Check Certification
  - Commercial General Liability Insurance Certification
  - TB screening documentation
  - Statement of qualifications

Board Office Use: Legislative File Info.	
File ID Number	13-0710
Introduction Date	8/8/13
Enactment Number	13-0759
Enactment Date	5/18/13



OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2012-2013

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

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 09/03/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 05/30/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Five thousand dollars Dollars (\$5,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

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

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

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

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

**OUSD Representative:**

Name: Sheilagh Andujar  
Site /Dept.: Oakland Technical High School  
Address: 4351 Broadway  
Oakland, CA 94611  
Phone: 450-5400

**CONTRACTOR:**

Name: Celsa Snead  
Title: Executive Director  
Address: 672 - 13th Street, Suite 200  
Oakland CA 94612  
Phone: (510) 891-0492

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

**8. Invoicing**

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
  - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
  - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

**9. Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

**10. Insurance:**

1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
  - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

**Professional Services Contract**

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
1. **Tuberculosis Screening**
  2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- Contractor initial: \_\_\_\_\_
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.  
  
CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.  
  
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/search.do>)

Summary of terms and compensation:

Anticipated start date: 09/03/2012 Work shall be completed by: 05/30/2013 Total Fee: \$ 5,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos  
 President, Board of Education  
 Superintendent or Designee  
 Certified:  
Edgar Rakestraw, Jr.  
 Secretary, Board of Education  
 Edgar Rakestraw, Jr., Secretary  
 Board of Education

4-15-2013  
 Date  
  
5/9/13  
 Date

CONTRACTOR

Celsa Snead  
 Contractor Signature  
5/14/13  
 Date  
  
 Celsa Snead  
 Executive Director  
 Print Name, Title

File ID Number: 13-0710  
 Introduction Date: 5/8/13  
 Enactment Number: 13-0259  
 Enactment Date: 5/8/13  
 By: 02

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

A contract for services between Oakland Technical High School and The Mentoring Center, of Oakland, CA, for the latter to provide 20 hours of Transformative Mentoring Training to facilitators of the Manhood Development Program of the African American Male Achievement Initiative of the Oakland Unified School District (AAMA), at the rate of \$250.00 per hour for the period of September 3, 2012, through May 30, 2013, in an amount not to exceed \$5,000.00.

SCOPE OF WORK

The Mentoring Center will provide a maximum of 20.00 hours of services at a rate of \$ 250.00 per hour for a total not to exceed \$5,000.00. Services are anticipated to begin on 09/03/2012 and end on 05/30/2013.

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

The Mentoring Center proposes to provide training and technical assistance for the African American Male Achievement/OUSD Manhood Development program throughout OUSD high schools. Our training and curriculum have components that address the needs and issues of youth who are involved in the juvenile justice system, but primarily are designed to serve highly at-risk youth. Because the AAMA Manhood Development program is delivered in an academic context, we suggest that TMC's training be utilized as a complement to the other components of the AAMA Manhood Development program. Based on our discussion of the program goals and the type of mentoring and manhood training that The Mentoring Center provides, we recommend the following services: (complete copy of work enclosed).

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.

As a result of these services 250 African American male students will have an opportunity to develop in the following ways:

- 1. Become a life-long learner
2. Increased awareness of blessings and challenges of being African American male
3. Increased school navigation skills
4. Improved writing skills (continued in next page)

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

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

PROFESSIONAL CONTRACT BETWEEN  
THE MENTORING CENTER &  
OAKLAND HIGH

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**SPECIFIC OUTCOMES CONTINUED**

As a result of these services 250 African American male students will have an opportunity to develop in the following ways:

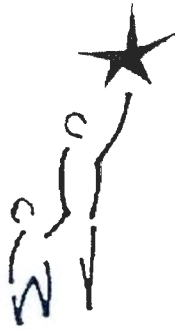
1. Become a life- long learner
2. Increase awareness of blessings and challenges of being an African American male
3. Increase school navigation skills
4. Improve writing skills
5. Increase College and Career readiness
6. Increase Emotional Intelligence (EQ)
7. Increase connectedness to school

This development will allow students to:

1. Increase attendance
2. Lower suspensions
3. Increase GPA

As a result of these improvements students will graduate from high school with:

1. A plan to go to college
2. Skills to be successful in college and life



**To:** Matin Abdel-Qawi, Chris Chatmon  
**From:** Celsa Snead  
**Re:** Training Proposal for AAMA of the OUSD  
**Date:** August 12, 2012

The Mentoring Center proposes to provide training and technical assistance for the African American Male Achievement/OUSD Manhood Development program throughout OUSD high schools. Our training and curriculum have components that address the needs and issues of youth who are involved in the juvenile justice system, but primarily are designed to serve highly at-risk youth. Because the AAMA Manhood Development program is delivered in an academic context, we suggest that TMC's training be utilized as a complement to the other components of the AAMA Manhood Development program. Based on our discussion of the program goals and the type of mentoring and manhood training that The Mentoring Center provides, we recommend the following services:

#### **I. TRAINING**

The Mentoring Center will provide a four, full-day training on Transformative Mentoring™ and manhood development, beginning August 20, 2012 and ending August 24, 2012. This training was developed utilizing our curriculum as the foundation and is the basis of our Transformative Mentoring group. The training is designed to support the facilitation of a weekly mentoring/manhood development program and will be tailored to meet the specific needs of the AAMA Manhood Development program. This program will serve as a continuation and a refresher to the training provided for AAMA in January 2012.

#### **II. ON-GOING TECHNICAL ASSISTANCE**

The Mentoring Center will provide on-going technical assistance to the AAMA on a quarterly basis, including support to the AAMA Manhood Development sites. AAMA Manhood Development program facilitators also will be invited to attend The Mentoring Center's weekly Transformative Manhood Group.



Cost:

The total cost of The Mentoring Center's training services for the AAMA's Manhood Development program is **\$11,880**.

The training costs are as follows:

1. One (1) full-day training in January 2012: \$1,200.00
2. Five (5) full-day trainings, August 20 – 24, 2012: \$9,000.00
3. Four (4) two-hour technical assistance/refresher training sessions: \$800.00
4. Eight (8), as-needed TA phone support beginning September 1, 2012 – September 1, 2013: \$80.00
5. Attendance at The Mentoring Center's Transformative Manhood Group: no charge.

**THE MENTORING CENTER'S  
TRANSFORMATIVE MENTORING™  
TRAINING AND TECHNICAL ASSISTANCE**

Fee Schedule

- |   |                |
|---|----------------|
| 1. Full Day of <u>Mentor Training</u>                       | \$2,000.00/day |
| 2. On-Going Consultation & Technical Assistance             | \$250.00/hour  |
| 3. Transformative Mentoring™/Transition Curriculum Training |                |
| a) Training on TMC's Curriculum                             | \$2,500.00     |
| • (10 hours training)                                       |                |
| b) Purchase of Transition Curriculum                        | \$525.00       |
| 4. Full Week Transformative Mentoring™ Training             | \$10,250.00    |

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

Please select:

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

## **The Mentoring Center's Technical Assistance & Training**

### Statement of Qualifications

**The Mentoring Center (TMC)** is recognized nationally as a leader in the field of mentoring. Established in 1991 as a training and technical assistance provider, The Mentoring Center has been providing training to youth-serving organizations for twenty-two years. The Mentoring Center promotes, develops, and implements the concept of Transformative Mentoring™ as a vehicle to transform lives and effectively address the needs of youth of all backgrounds, and has particular expertise in providing technical assistance to organizations specifically serving the highly at-risk youth population.

TMC provides comprehensive training for mentors, organizational capacity training for agencies serving high-risk youth, and training in the best practices of working with youth offenders. TMC has provided technical assistance and training for numerous agencies across the country, including schools, community and faith-based organizations, public institutions and individual and group mentoring efforts. Our culturally-appropriate training is tailored to address working with system-involved youth, gender-specific mentoring programs and issues impacting boys of color.

The Mentoring Center's training options are as follows:

1. Transformative Mentoring™ Group Training
2. Agency or Individual Mentor Training
3. Training for Agencies Serving Boys and Young Men of Color
4. Gender-Specific Mentor Training
5. Cognitive Behavior Intervention Training
6. Intergenerational Individual or Group Mentoring



# CERTIFICATE OF LIABILITY INSURANCE

MENTCEN-01

VKUMAR

DATE (MM/DD/YYYY)

3/25/2013

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</b> Chapman a Division of Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. PO Box 5455 Pasadena, CA 91117-0455	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b> 1 (626) 405-8031	<b>FAX (A/C, No):</b> 1 (626) 405-0585	
<b>INSURED</b>  The Mentoring Center 672 13th St, Ste 200 Oakland, CA 94612	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Nonprofits' Insurance Alliance of California		011845
	<b>INSURER B:</b> New York Marine and General Insurance Company		16608
	<b>INSURER C:</b> Fidelity & Deposit Company Maryland		39306
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</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.

<b>INSR LTR</b>	<b>TYPE OF INSURANCE</b>	<b>ADDL INSR</b>	<b>SUBR VWD</b>	<b>POLICY NUMBER</b>	<b>POLICY EFF (MM/DD/YYYY)</b>	<b>POLICY EXP (MM/DD/YYYY)</b>	<b>LIMITS</b>	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		201214151NPO	8/23/2012	8/23/2013	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
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			201214151NPO	8/23/2012	8/23/2013	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 checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			2012-14151-UMB- NPO	7/1/2012	8/23/2013	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC201300001225	3/20/2013	3/20/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Crime			CCP006640903	2/1/2013	2/1/2014	Form A	500,000

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

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

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District  
Attn: Contracts' Administrator  
900 High Street  
Oakland, CA 94612

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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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s)**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Oakland Unified School District  
Attn: Contracts' Administrator  
900 High Street  
Oakland CA 94612

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

### New York Marine and General Insurance Company

59 Maiden Lane, 27th Floor New York, NY 10038-4647

WC 00 00 01A

NCCI CARRIER CODE NO. 28746

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE

1. The Insured: The Mentoring Center

Policy No. WC201200001225

New Business

Individual

Partnership

Corporation or

Federal Employers I.D.#

See Schedule

Inter/Intrastate Risk I.D. #

Other I.D. #

Mailing address: 672 13th Street, Ste 200  
Oakland, CA 94612

Other workplaces not shown above: See Schedule

2. The policy period is from 03/20/2012 12:01 a.m. to 03/20/2013 12:01 a.m. standard time at the Insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: CA

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are: Bodily Injury by Accident \$ 1,000,000 each accident  
Bodily Injury by Disease \$ 1,000,000 policy limit  
Bodily Injury by Disease \$ 1,000,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

All states except states designated in Item 3.A. of the Information Page and ND, OH, WA, WY.

D. This policy includes these endorsements and schedules: See Schedule

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classification	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
		See Item 4. Extension WC 00 00 01A		
		Total Estimated Annual Premium \$		2,719
Deposit Premium \$	391			
Minimum Premium \$	500	(CA) 8810	Expense Constant \$	225

See Item 4. Extension WC 00 00 01A for the Taxes and Surcharges for:  
CA

Premium Adjustment Period: Annual

Countersigned by: \_\_\_\_\_

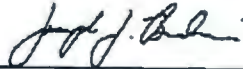
Servicing Office: Glendale Office

Date: 03/27/2012

Producer: Tangram Insurance Services  
140 Second Street Suite 320 Petaluma, CA 94952  
Producer Code: 00038

SIGNATURE PAGE

In witness whereof, New York Marine and General Insurance Company has caused this policy to be signed by its president and secretary.



Joseph J. Beneducci  
President



Frank D. Papalia  
Secretary

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Named Insured: The Mentoring Center  
Policy #: WC201200001225  
Policy Period: 03/20/2012 – 03/20/2013  
IL 0001 (1010)



**MENTORING CENTER, THE**  
**DUNS: 797357134 CAGE Code: 4CUV8**  
**Status: Active**

**1221 PRESERVATION PKWY 20**  
**OAKLAND, CA, 94612-1277 ,**  
**UNITED STATES**

**Entity Overview**

Entity Information

**DUNS:** 797357134  
**Name:** MENTORING CENTER, THE  
**Business Type:** Business or Organization  
**POC Name:** None Specified  
**Registration Status:** Active  
**Expiration Date:**07/16/2013

Exclusions

**Active Exclusion Records?** No

**SAM | System for Award Management 1.0**

IBM v1.774.20130310-1341

WWW1

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



# OUSD Consultant Billing Rate Guideline Waiver Request

### Directions

All District professional services contracts must be paid at an hourly rate within the OUSD Billing Rate Guidelines. Principals and managers can submit a waiver request to pay consultants at a higher hourly rate or in special circumstances, a flat fee contract. Billing rate guideline waivers require Cabinet level approval (Deputy Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to renegotiate the compensation and resubmit the contract for approval.

Contractor Name	<u>The Mentoring Center</u>
Contract Originator Name	<u>Sheilagh Andujar</u>
Site or Department	<u>Oakland Technical High School</u>
Requisition Number	<u>R0314049</u>

### Reason for requested waiver:

- Specialized skills set justifies higher hourly rate, see resume or statement of qualifications attached
- Short-term contract requires a higher hourly rate. Contract is less than one month in duration.
- Other, please explain:

<b>Approval</b> Cabinet Level approval required (Deputy Superintendent)			
Regional or Executive Officer	<u>Maria J. McDonald</u>	Date	<u>4-11-13</u>
Cabinet Level	<u>Maria Santos</u>	Date	<u>4-13-2013</u>

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

## Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

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

**OUSD Staff Contact** Emails about this contract should be sent to: (required) [sheilagh.andujar@ousd.k12.ca.us](mailto:sheilagh.andujar@ousd.k12.ca.us)

## Contractor Information

Contractor Name	The Mentoring Center	Agency's Contact	Celsa Snead			
OUSD Vendor ID #	I016921	Title	Executive Director			
Street Address	672 - 13th Street, Suite 200	City	Oakland	State	CA	Zip 94612
Telephone	(510) 891-0492	Email (required)	clsnead@mentor.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	09/03/2012	Date work will end	05/30/2013	Other Expenses	\$ 0.00
Pay Rate Per Hour (required)	\$ 250.00	Number of Hours (required)	20.00		

## Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
3725	S3 Grant	3051110305	5825	\$ 5,000.00
			5825	\$
			5825	\$
<b>Requisition No. (required)</b>	R0314049		<b>Total Contract Amount</b>	\$ 5,000.00

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

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

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

1.	<b>Administrator / Manager (Originator)</b>	Name	Sheilagh Andujar	Phone	450-5400
	Site / Department	Oakland Technical High School		Fax	450-5428
	Signature	<i>Sheilagh Andujar</i>		Date Approved	3/13/13
2.	<b>Resource Manager, if using funds managed by:</b> <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
3.	<b>Regional Executive Officer</b>				
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>Miriam L. McDonald</i>		Date Approved	4-10-13
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>				Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000
	Signature	<i>Maria Santos</i>		Date Approved	4-16-2013
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal Required if not using standard contract</b>		Approved	Denied - Reason	Date	
<b>Procurement</b>	Date Received	PO Number		P1308147	

2591

