

Board Office Use: Legislative File Info.	
File ID Number	13-0571
Introduction Date	4-10-13
Enactment Number	13-0636
Enactment Date	4/10/13 08



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 *M Santos*
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by Procurement) 4/10/13

Subject Professional Services Contract -
Safe Passages ELEV8 Oakland Ca (contractor, City State)
West Oakland Middle School (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and Safe Passages ELEV8. Services to be primarily provided to West Oakland Middle School for the period of 03/20/2013 through 06/07/2013.

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

To provide intervention services and coordinate all services related to students performing below basic and far below basic. We have more than 75% of our population not performing at grade level and the oversight of the various intervention programs is critical the continued development of the students.

Discussion
One paragraph summary of the scope of work.

Safe Passages ELEV8 is a program that over the last 4 years has provided services to various programs across the city. From Learning and extended day activities targeted to the highest need children at the site to transitional Summer and Saturday School programs. Under the agreement ELEV8 site coordinator will provide direct services in the form of professional development, with a emphasis on math and Reading, to support the overall instruction in the classroom. Teachers will connect to the STEM focus on mathematics and integrate strategies in the classroom.

Recommendation Approval of professional services contract between Oakland Unified School District and Safe Passages ELEV8. Services to be primarily provided to West Oakland Middle School for the period of 03/20/2013 through 06/07/2013.

Fiscal Impact Funding resource name (please spell out) EIA/INSTR
not to exceed \$ 9,445.00

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

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OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Safe Passages ELEV8 (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 03/20/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/07/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Nine-Thousand Four Hundred Forty-Five dollars Dollars (\$9,445.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

- 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:* _____ which shall not exceed a total cost of \$ _____.
- 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:

Professional Services Contract

OUSD Representative:

Name: Ron C. Smith
Site /Dept.: West Oakland Middle School
Address: 991 14th St
Oakland, CA 94607
Phone: (510) 874-6788

CONTRACTOR:

Name: Safe Passages ELEV8
Title: Service Provider
Address: 250 Frank H. Ogawa Plaza
Oakland Ca 94612
Phone: (510) 238-4914

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: 03/20/2013 Work shall be completed by: 06/07/2013 Total Fee: \$ 9,445.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

[Signature]
Secretary, Board of Education

4/11/13
Date

4/11/13
Date

CONTRACTOR

[Signature] 2/20/13
Contractor Signature Date

Safe Passages ELEV8 Service Provider
Print Name, Title

File ID Number: 13-0571
Introduction Date: 4/10/13
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Enactment Date: 4/10/13
By: [Signature]

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Safe Passages ELEV8 is a program that over the last 4 years has provided services to various programs across the city. From Learning and extended day activities targeted to the highest need children at the site to transitional Summer and Saturday School programs. Under the agreement ELEV8 site coordinator will provide direct services in the form of professional development, with a emphasis on math and Reading, to support the overall instruction in the classroom. Teachers will connect to the STEM focus on mathematics and integrate strategies in the classroom.

SCOPE OF WORK

Safe Passages ELEV8 will provide a maximum of 195.00 hours of services at a rate of \$ 48.43 per hour for a total not to exceed \$ 9,445.00. Services are anticipated to begin on 03/20/2013 and end on 06/07/2013.

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.

Safe Passages ELEV8 is a program that over the last 4 years has provided services to various programs across the city. From Learning and extended day activities targeted to the highest need children at the site to transitional Summer and Saturday School programs. Under the agreement ELEV8 site coordinator will provide direct services in the form of professional development, with a emphasis on math and Reading, to support the overall instruction in the classroom. Teachers will connect to the STEM focus on mathematics and integrate strategies in the classroom.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

1. More students will graduate after experiencing an engaging curriculum related to math. Their engagement will assist them in passing their middle school math classes so that they may move on to high school with those skills and continue to grow them, to reach graduation.
2. A large majority of students will attend school and improve the attendance rate because of the engaging curriculum that will be offered. The curriculum will include meaningful lesson plans so that students are excited about the class, and can connect it to life, encouraging them to attend school and not engage in misbehavior during class.
3. Students will be able to increase their chances of having meaningful internships or paying jobs because of their successful experience in the integrated math class - connecting to the site STEM focus.
4. Through these programs students will have strong and more meaningful school experiences. In addition, they will have access to the site based health services for physical, mental, emotional, and case management services that are affiliated with the Safe Passage ELEV8 program.

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

- | | |
|---|---|
| <input checked="" 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 checked="" type="checkbox"/> High quality and effective instruction | <input checked="" type="checkbox"/> Full service community district |

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

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: 1

 - 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.
-

Community Schools Strategic Site Plan 2012-2013, SSC-Approved Actions										
School	West Oakland Middle School		Site Code	204						
Date:										
1	F Extending Learning Time	All Students	204SQ11F1210		Title I	3010	ADMISSION FEES	5829	0	\$3,000.00
2	F Extending Learning Time	All Students	204SQ11F1211		Title I	3010	BOOKS-OTHER THAN TEXTBOOKS	4200	0	\$3,000.00
3	B Science, Technology, Engineering, Mathematics (STEM)	Far Below Basic, Below Basic, and Basic	204SQ11B1183		Title I	3010	CONSULTANTS	5825	0	\$10,000.00
4	B Science, Technology, Engineering, Mathematics (STEM)	Far Below Basic, Below Basic, and Basic	204SQ11B1203		Title I	3010	TEACHERS SUBSTITUTES	1150	0	\$3,000.00
5	B Science, Technology, Engineering, Mathematics (STEM)	Far Below Basic, Below Basic, and Basic	204SQ11B1204		Title I	3010	TEACHERS SALARIES STIPENDS	1120	0	\$10,000.00
6	E Accelerating Students through Targeted Approaches* (Collaborative Teacher Inquiry/African American Male Achievement/Academic Language & Literacy/Focal 15/English Learners/Students with Disabilities/GATE)	Far Below Basic, Below Basic, and Basic	204SQ11E1206		Title I	3010	CONFERENCE EXPENSE	5220	0	\$5,000.00
7	E Accelerating Students through Targeted Approaches* (Collaborative Teacher Inquiry/African American Male Achievement/Academic Language & Literacy/Focal 15/English Learners/Students with Disabilities/GATE)	Far Below Basic, Below Basic, and Basic	204SQ11E1207		Title I	3010	SUPPLIES	4310	0	\$7,682.81
8	A Family & Community Engagement	Far Below Basic, Below Basic, and Basic	204SQ14A1209		Title I	3010	POSTAGE	5910	0	\$1,000.00
9	A Balanced Literacy & Literacy Across the Curriculum	English Learners	204SQ11A1185		EIA - SCE	7090	CONSULTANTS	5825	0	\$9,445.00
10	A Balanced Literacy & Literacy Across the Curriculum	All Students	204SQ11A1212		EIA - SCE	7090	TEACHERS SALARIES STIPENDS	1120	0	\$10,000.00
11	A Balanced Literacy & Literacy Across the Curriculum	All Students	204SQ11A1213		EIA - SCE	7090	SUPPLIES	4310	0	\$5,000.00
12	A Balanced Literacy & Literacy Across the Curriculum	All Students	204SQ11A1214		EIA - SCE	7090	EQUIP MAINTENANCE AGREEMENT	5610	0	\$5,000.00
13	E Accelerating Students through Targeted Approaches* (Collaborative Teacher Inquiry/African American Male Achievement/Academic Language & Literacy/Focal 15/English Learners/Students with Disabilities/GATE)		204SQ11E1216		EIA - LEP	7091	CONSULTANTS	5825	0	\$5,624.71
14	A Family & Community Engagement	Far Below Basic, Below Basic, and Basic	204SQ14A1205		Title I - Parent Participation	9901	MEETING REFRESHMENTS	4311	0	\$1,009.85



OUR VISION: *Elev8 in Oakland envisions a community where all young people have the opportunity to realize their full potential. The Oakland Elev8 is based on the premises that access to educational opportunity, health services, and family support should not be dictated by race or socio-economic status, and that healthy and supported young people are better prepared to learn and succeed.*

Elev8 is a national initiative dedicated to providing middle-school age youth and their families with a coordinated array of services to support students in succeeding in school and life by providing a powerful combination of high-quality supports. The Elev8 initiative is being implemented in New Mexico, Chicago, Baltimore and Oakland, with schools, local nonprofits and community partners working together through Elev8 programs that provide integrated service delivery in public middle schools.

These local initiatives were selected after considering 35 American cities in 22 states. Sites were chosen by The Atlantic Philanthropies and its national advisory board based on criteria that included socio-economic need and disparity, health profiles, academic performance and neighborhood crime data. Some

participating schools represent zip codes with some of the lowest life expectancies and highest rates of asthma hospitalizations, STD diagnosis and teen births in the country. Atlantic also looked for locations with leaders and communities with a strong commitment to ensuring that middle school children get the support they deserve to succeed in life and school.

School Sites

Six schools (located in five school campuses): **West Oakland, Roosevelt, United for Success, Coliseum College Preparatory, Roots International, and Roosevelt** were selected by the Oakland partners to participate in the Oakland Elev8; the selection was based on criteria that included socio-economic need and disparity, health profiles, academic performance and neighborhood crime data.

Elev8 School Site	Enrollment 2010-11	Free & Reduced Lunch 2010-11	English Language Learner 2010-11	Exceptional Needs 2009-10
West Oakland Middle School	170	147 (86%)	18 (11%)	15 (7%)
Roosevelt Middle School	661	563 (85%)	213 (32%)	78 (12%)
United for Success	435	382 (88%)	196 (45%)	42 (10%)
Coliseum College Preparatory	380	368 (97%)	148 (39%)	59 (9%)
Roots International Academy	376	334 (89%)	139 (37%)	(combined)
Madison Middle School	324	291 (90%)	97 (30%)	36 (12%)
Total	2346	2085 (89%)	811 (35%)	230 (10%)

Service Components

The Elev8 Oakland is implementing the following services at each of the five school campuses during the **four-year implementation phase** (2008-2012):

Learning/Extended Day

- Academic support activities targeted to the highest need children across the six sites; this includes extended day academic support and mentoring;
- Saturday school and summer transition programs.

Health Services

- Build 4 new School Based Health Clinics at Madison, Calvin Simmons, Cole, and Havenscourt Middle Schools, and expand the existing clinic at Roosevelt Middle School;
- The clinics would provide physical, mental and dental health services, and case management services;
- Health Education including nutrition services and trainers.

Family Support

- A dedicated Family Advocate at each target site to work with families in developing their financial, health and educational skills and opportunities;
- Placement of Alameda County Eligibility Technicians to assist families in enrolling for government benefits;
- Adult education services including ESL/DBET courses, parenting and job skills courses.
- Legal services.

Funding Sources and Distribution

Oakland's Elev8 partnership was awarded a total of \$15 million from Atlantic Philanthropies towards a 4-year Implementation Phase project budget. The contribution from local partners, County of Alameda, City of Oakland and Oakland Unified School District, is an additional \$25.7 million bringing the total project amount to **\$40.7 million.**

**ELEV8 OAKLAND GOVERNING BODY
PARTNERS AND PROVIDERS**

Youth Ventures JPA Board of Trustees

Alameda County:

Supervisor Keith Carson
Supervisor Nate Miley
Susan Muranishi, County Administrator
Dave Kears, Assistant to the County
Administrator
Lori Jones, Director of Social Services
Agency

City of Oakland:

Mayor Jean Quan
Council Member Jane Brunner
Howard Jordan, Oakland Police Chief
Sara Bedford, Director of the Department of
Human Services

Oakland Unified School District:

Board President Jody London
Board Director Alice Spearman
Board Director Gary Yee
Dr. Anthony Smith, Superintendent
Maria Santos, Deputy Superintendent

San Lorenzo Unified School District:

Dr. Dennis D. Byas, Superintendent
Dr. Ammar Saheli, Director of Student
Support Services

PARTNERS

Federal

AmeriCorps
Internal Revenue Service

Philanthropy

The Atlantic Philanthropies
East Bay Community Foundation
Kaiser Foundation
United Way of the East Bay

Oakland Unified School District

Board of Education
Office of the Superintendent
Adult Education
Complementary Learning
Family Support Services
Facilities Department
Network Executive Officers
Research, Assessment and
Accountability
Target Schools Communities

City of Oakland

Mayor
City Council
City Administrator
Department of Human Services
Oakland Housing Authority
Oakland Parks and Recreation
Police Department
Workforce Investment Board

County of Alameda

Board of Supervisors
County Administrator
Health Care Services Agency
School Based Health Clinic Coalition
Dental Health Services
Probation Department
Social Services Agency

Private Sector

LaFrance Associates
Mills College Graduate School of
Education
Mobile Commons
Metro PCS
Public Private Ventures (PPV)
Siegel & Yee Law Offices

Community Based Partners

Alameda County Food Bank
Alta Bates Summit Medical Center and
Samuel Merritt College Youth in
Medicine Program
Bay Area Community Resources
Bay Area Video Coalition
Central American Refugee Committee
Citizen Schools
East Bay Agency for Children
East Bay Asian Youth Center (EBAYC)
East Bay Local Development
Corporation (EBALDC)
East Bay Community Law Center
Fred Finch
Friends of Hacienda Peralta Creek
La Clinica de La Raza (Coliseum
College Prep, Roots International
and Roosevelt Middle Schools)
Life Long Medical Care and Healthy
Oakland (West Oakland Middle
School/Cole)
Native American Health Center (United
for Success)
Our Kids Initiative
Public Health Department (Madison
Middle School)
R.E.A.L. Choices
Red Cross
San Francisco State University
Seneca Center
Spanish Speaking Citizen's Foundation
STARS Behavioral Health Group
University of San Francisco,
Department of Schools of Nursing
and Dentistry
Urban Male Health Initiative
YMCA of the East Bay
Youth Alive!



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0522024

Chapman
PO Box 5455
Pasadena, CA 91117-0455

CONTACT NAME:

PHONE (A/C, No, Ext): 1 (626) 405-8031

FAX (A/C, No): 1 (626) 405-0585

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Nonprofits' Insurance Alliance of California

INSURED

Safe Passages
250 Frank Ogawa Plaza #6306
Oakland, CA 94612

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	201221017NPO	5/9/2012	5/9/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 20,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 3,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY		201221017NPO	5/9/2012	5/9/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>				BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB					EACH OCCURRENCE	\$
	EXCESS LIAB					AGGREGATE	\$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
A	Professional Liab.		201221017NPO	5/9/2012	5/9/2013	Each Occ/Gen Agg	1,000,000

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

Re: Grant. Oakland Unified School District, its officers and employees are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

CERTIFICATE HOLDER

Oakland Unified School District
1025 2nd Avenue Room 301
Oakland, CA 94606

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

SAFE PASSAGES

250 FRANK OGAWA PLZ #6306

DUNS: 091927272 CAGE Code: 4Q7C4

OAKLAND, CA, 94612-2035 ,

Status: Active

UNITED STATES

Entity Overview

Entity Information

DUNS: 091927272

Name: SAFE PASSAGES

Doing Business As: SAFE PASSAGES CALIFORNIA PUBLIC BENEFIT

Business Type: Business or Organization

POC Name: None Specified

Registration Status: Active

Expiration Date: 04/09/2013

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.564.20130111-1646

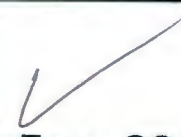
WWW3

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



Redd to site called school
MAR 1

FEB 28 2013
S&F



Basic Directions

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

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

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

Attachment Checklist

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

OUSD Staff Contact Emails about this contract should be sent to: (required) ron.smith@ousd.k12.ca.us

Contractor Information

Contractor Name	Safe Passages ELEV8	Agency's Contact	Josefina Alvardo-Mena
OUSD Vendor ID #	I005510	Title	Chief Executive Officer
Street Address	250 Frank H. Ogawa Plaza	City	Oakland
Telephone	(510) 238-4914	State	Ca
		Zip	94612
		Email (required)	jalvardo@oaklandnet.com
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	03/20/2013	Date work will end	06/07/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 48.43	Number of Hours (required)	195.00		

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
7090	EIA/INSTR	2044859101	5825	\$ 9,445.00
			5825	\$
			5825	\$
Requisition No. (required)	RO311938	Total Contract Amount	\$ 9,445.00	

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Ron C. Smith	Phone	(510) 874-6788
	Site / Department	West Oakland Middle School		Fax	(510) 874-6790
	Signature	<i>[Signature]</i>		Date Approved	2/2/12
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature	<i>[Signature]</i>		Date Approved	2/28/13
3.	Regional Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
Signature	<i>[Signature]</i>		Date Approved	3-19-2013	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
	Signature	<i>[Signature]</i>		Date Approved	3/13/13
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract	Approved	Denied - Reason			Date
Procurement	Date Received			PO Number	

2564

