

Board Office Use: Legislative File Info.	
File ID Number	12-1903
Introduction Date	9/12/12
Enactment Number	12-2416
Enactment Date	9/12/12



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) 9/12/12

Subject Professional Services Contract -
Oakland Kids First Oakland CA (contractor, City State)
High School Network (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Oakland Kids First. Services to be primarily provided to High School Network for the period of 07/01/2012 through 08/15/2012.

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

There is a great need to motivate high school students to improve their study habits and academic achievement, enroll in and complete the A-G classes necessary to graduate and to be eligible for a UC/CSU college, and attend tutoring or utilize similar academic resources on campus. Best practices indicate that youth-leadership training and academic peer-counseling programs can be highly effective in these areas with at-risk, urban youth.

Discussion
One paragraph summary of the scope of work.

Oakland Kids First (OKF) supports high school to establish academic peer support systems. Peer counselors lead A-G workshops on graduation, college and transcript literacy, and conduct activities that give their peers an opportunity to build a positive school culture. Under this contract, OKF will coordinate, train, & support PASS-2 mentors to provide 1.0 hour A-G workshops to eight classes of rising ninth graders (200 total) at Oakland High, Oakland Tech, and Skyline during summer of 2012. These workshops are a part of the Summer Bridge programs to prepare at-risk entering 9th graders for success in high school. (Small Learning Communities Objective 3a.)

Recommendation Ratification of professional services contract between Oakland Unified School District and Oakland Kids First. Services to be primarily provided to High School Network for the period of 07/01/2012 through 08/15/2012.

Fiscal Impact Funding resource name (please spell out) Smaller Learning Communities
not to exceed \$3,000.00

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

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**OAKLAND UNIFIED
SCHOOL DISTRICT**

PROFESSIONAL SERVICES CONTRACT 2012-2013

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

1. **Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 07/01/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 08/15/2012.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Three Thousand Dollars (\$3,000.00). 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: NA

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

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

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

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

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

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

Professional Services Contract

OUSD Representative:

Name: Cleo Protopapas
Site /Dept.: High School Network
Address: 1025 2nd Ave.
Oakland, CA 94606
Phone: (510) 273-0436

CONTRACTOR:

Name: Ina Bendich, Oakland Kids First
Title: Managing Director
Address: 610 16th Street #310
Oakland CA 94612
Phone: (510) 452-2043

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.

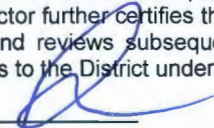
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence 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: 
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: 07/01/2012 Work shall be completed by: 08/15/2012 Total Fee: \$ 3,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Maria Santos

8-8-2012

[Signature]

7/6/12

President, Board of Education

Date

Contractor Signature

Date

Superintendent or Designee

Certified:

9/13/12

Ina Bendick, Assoc. Director

[Signature]

Date

Print Name, Title

**Edgar Rakestraw, Jr., Secretary
Board of Education**

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.

Oakland Kids First (OKF) supports high school to establish academic peer support systems. Peer counselors lead A-G workshops on graduation, college and transcript literacy, and conduct activities that give their peers an opportunity to build a positive school culture. Under this contract, OKF will coordinate, train, & support PASS-2 mentors to provide 1.0 hour A-G workshops to eight classes of rising ninth graders (200 total) at Oakland High, Oakland Tech, and Skyline during summer of 2012. These workshops are a part of the Summer Bridge programs to prepare at-risk entering 9th graders for success in high school. (Small Learning Communities Objective 3a.)

SCOPE OF WORK

Oakland Kids First _____ will provide a maximum of 40.00 hours of services at a rate of \$ 70.00 per hour for a total not to exceed \$3,000.00. Services are anticipated to begin on 07/01/2012 and end on 08/15/2012.

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 consultant will work with school administration and teachers to support the academic success of rising 9th graders who have struggled academically in middle school or otherwise are identified by the district as high risk of dropping out of high school, through these activities:

- (1) Support administrators and teachers to train student peer mentors for purpose of building positive school cultures that will result in increased academic achievement and college and career readiness.
- (2) Implement A-G workshops on graduation, college and transcript literacy, and conduct activities that give students an opportunity to build a positive school culture in which they can flourish and succeed.

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.

The work of this consultant is expected to contribute to increased graduation rates of at-risk rising 9th grade students from the class of 2016 by significantly improving their high school and college knowledge and motivating them to improve their study habits and academic achievement, enroll in and complete the A-G classes necessary to graduate and to be eligible for a UC/CSU college, and attend tutoring or utilize similar academic resources on campus. Other intended outcomes include:

- a) Reduce "chronic absence rate" for 9th graders from 16% in 2010-2011 to less than 10% in 2011-2012.
- b) Reduce the percentage of 9th grade students who Slide or score FBB on their 9th grade ELA CST by 10%
- c) Reduce the percentage of 9th grade students who Slide or score FBB on their 9th grade Algebra CST by 10%
- d) Reduce the percentage of 9th grade students who Slide or score FBB on their 9th grade Geometry CST by 10%

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

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

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.
-

Anna Maria Luera
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Oakland, CA 94601
(510) 261-4263 (home) or (510) 593-7202 (cell)
AMLuera@msn.com

WORK EXPERIENCE:

Streetside Stories

December 2006-present

Afterschool Program Director

- Management of Streetside Stories Afterschool Program
- Hiring, training and supervision of Streetside Afterschool facilitators.
- Schedule workshops at Oakland and San Francisco elementary schools, middle schools and community centers.
- Communication with site directors, school administration and community center staff.
- Writing narratives and maintaining budgets for DCYF monthly grant reports.
- Grant compliance for Department of Education Literate Learners grant.
- Curriculum creation and development of afterschool programs.
- Facilitation of after school and summer Streetside Stories curriculum for elementary, middle school and high school students, including community building, storytelling, autobiographical writing and poetry, leading discussions and brainstorm around culturally competent readings, theatre activities and team building games.
- Outreach, hiring, placing and supervising high school interns.
- Creating new curriculums and training materials for afterschool facilitators and high school interns.
- Evaluation of programs and long and short-term goals with Streetside Stories Program Committee.
- Member of Streetside Stories Program Committee

Streetside Stories Trainer:

- Schedule and facilitate Streetside Stories trainings for teachers, volunteers and youth workers on the Streetside Stories in school, after school and theatre curriculum.

August 2002-December 2006

Program Director

- Management of the Storytelling Exchange, Streetside Stories 6th grade autobiographical writing program.
- Hiring, training and supervision of the Storytelling Exchange facilitators.
- Scheduling workshops with Oakland and San Francisco Middle Schools.
- Communication with school administration and classroom teachers.
- Collection of autobiographical stories.
- Surveying middle school students as part of a grant Streetside Stories received from the Department of Education.
- Support other programs and curriculum development of new programs.
- Support youth during Streetside Stories events and public readings.
- Data entry.

Afterschool:

- Supervision of Streetside Stories Afterschool Program.
- Hiring, training and supervision and of the Streetside Stories Afterschool facilitators.
- Curriculum creation and development for Streetside Stories after school and summer programs.
- Facilitation of after school and summer Streetside Stories curriculum for upper elementary, middle school and high school students, including storytelling, autobiographical writing and poetry, leading discussions and brainstorm around culturally competent readings, theatre activities and team building games.
- Other duties include attendance, managing volunteers and high school interns, writing program reports, recruitment and retention of youth and communicating with after school sites, schools, parents and community programs.

Streetside Stories Trainer:

- Schedule and facilitate Streetside Stories trainings for teachers, volunteers and youth workers on the Streetside Stories in-school, after school and theatre curriculum.

January 2001-June 2002

Streetside Stories Storytelling Exchange In-School Co-Facilitator

- Co-facilitate autobiographical story writing in 6th grade classrooms in middle schools throughout San Francisco. This is a two-week writing workshop. Using theatre, storytelling, freewriting, and brainstorming, 1/4 of the students are then published in a Streetside Stories anthology.
- Curriculum modification when necessary.
- Duties also included preparation for the book and classes, class management, data entry, writing program reports and managing classroom volunteers.

Each One, Reach One

Two week contract throughout year since 1997

Mentor

- Mentor in a 2-week playwriting program with incarcerated youth and community schools in the Bay Area.

Word for Word Theatre Company

Contract workshops throughout year

Workshop Facilitator

- Facilitating theatre workshops for middle school and high school students using pieces of literature. The workshops include theatre games and end with a performance.

Intersection for the Arts

July 2005-August 2005

Alternative Theatre Institute Theatre Teacher

- Theatre workshop for a 6-week acting, movement and rhythm intensive.

Oasis for Girls

June 2002-August 2002

Summer Activities Coordinator

- Coordinate summer activities for middle school and high school girls at a South of

- Market girl's center.
- Supervision during field trips and classes.
 - Co-facilitate a Writing To Performance class once a week in collaboration with the Girls Arise program at Horizons Unlimited.
 - Duties included tracking young women attending program, preparation of all activities, writing program reports of daily activities, and supporting guest artists in all areas to insure a safe and successful classes.

Red Ladder Theatre Program; San Jose Repertory Theatre

January 1999 to August 2001

Associate Artist and Company Member

- As a Company Member, I worked with 4 other actors to facilitate theatre workshops with young people.
- Developed and reorganized curriculum based on the groups we served. The groups consist of participants from age 5 to high school, community schools, teacher training and inmates at Elmwood Correctional Facility.
- Work in collaboration with Horace Mann Elementary School to create curriculum to use theatre as a tool to build literacy.

City of Tempe – Kid Zone

September 1996 to July 1997

Site Director

- Program manager for after school recreation program; ages 5 to 11.
- Duties include supervision of up to 7 after school workers, weekly program reports, attendance, communication with school and parents, overall supervision of after school site and youth in the Kid Zone program.

Chandler YMCA

September 1995 to August 1996

Site Director

- Program manager for morning recreation program; ages 5 to 11.

Site Director

- Supervise youth during field trips at the YMCA's summer teen program.

City of Phoenix

September 1995 to May 1996

Instructor for Youth Acting program

- Create and facilitate acting workshops for youth, ages 12 to 18.

Recreation Leader

- Supervise youth at an after school program for youth ages 5 to 13.
- Duties include supervision of after school staff and youth, set up of activities, after school events and tracking youth attending the program.

EDUCATION:

University of New Mexico; Albuquerque, New Mexico
Bachelor of Fine Arts – Theatre; Acting – May 1995

YOUTH DEVELOPMENT TRAINING

Community Network for Youth Development workshops in Cultural Competency, Arts in the Afterschool and the CNYD framework.

EDUCATIONAL THEATRE CREDITS

House on Mango Street; Word for Word Theatre Company and The Western Stage; Salinas, CA
Most Girl Part of You; Word for Word Theatre Company

Eyes of Zapata; Steinbeck Center

Educational Videos for Educational Group Management

Workshops at KIPP in Oakland, Hify, Intersection for the Arts, OMI Beacon Center, Mexican Heritage Corporation, Let's Perform Theatre, ASU Motivators; AZ, Albuquerque Public Schools; NM, University of New Mexico AIDS Awareness Play *Secrets*; NM

THEATRE CREDITS

Intersection for the Arts; Campo Santo, San Jose Repertory Theatre, Teatro Vision, Herstories

Proficient with Mac, Outlook, Word, Photoshop, File Maker, Pagemaker

OUSD Consultant General Liability Insurance Reduced Insurance Requirement or Waiver Request

Directions

All consultants are required to provide proof of General Liability Insurance with limits of One Million Dollars per occurrence. Additional information about this requirement can be found on the internet under Finances, Procurement and Distribution tab, document entitled "Information for Consultants." In rare circumstances, where appropriate, the District can reduce the required amount of insurance or waive the general liability insurance requirement. To request that your contract is considered for either a reduced amount of insurance or a waiver, complete this form and submit it with a copy of the contract to Risk Management. Waivers will only be granted in cases where the consultant will have NO interaction with students.

Steps:

1. OUSD Contract Originator completes request form
2. OUSD Contract Originator submits request form and **copy of contract** with Scope of Work to Risk Management at 1025 2nd Avenue, Room 115A or email cynthia.grice@ousd.k12.ca.us.
3. Risk Management considers request and returns form within 7 business days to OUSD Contract Originator
4. If approved, OUSD Contract Originator submits form with completed contract to Procurement.

Contractor Name	Oakland Kids First	Contract Amount	\$3,000.00
OUSD Originator Name	Cleo Protopapas	Site / Department	High School Network

Why do you believe that this contract poses a low risk to the District and should be eligible for a reduction or waiver of the general liability insurance requirement?

The consultant will work with school administration and teachers from July 1, to Aug. 15, 2012 to support the academic success of rising 9th graders who have struggled academically in middle schools. Consultant will have no contact with students.

Signature of Contract Originator Requesting Waiver

If submitted via email, type name and send from principal or manager's email account.

OUSD Principal or Manager

Alison H. McDonald

Date

7-6-12

Risk Management

Approved: Based on the scope of work provided, I approve the following adjustment to the General Liability Insurance requirement for this contract:

Reduced Requirement : \$ _____

Waiver of General Liability Insurance Requirement

Reason for reduction or waiver: _____

Denied: Unfortunately, this contract does not qualify for a reduction or waiver

Denial Reason: _____

Signature

J Johnson / cdr

Date

7/26/12

EPLS

Excluded Parties List System



Search - Current Exclusions

- > [Advanced Search](#)
- > [Multiple Names](#)
- > [Exact Name and SSN/TIN](#)
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- > [Agency Contacts](#)
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- > [State/Country Code Descriptions](#)

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- > [Debar Maintenance](#)
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EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : Oakland Kids First
As of 23-Jul-2012 5:27 PM EDT
[Save to MyEPLS](#)

Your search returned no results.

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- > [For Help: Federal Service Desk](#)

EPLS

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EPLS Search Results

Search Results for Parties Excluded by

Individual : Ina Bendich
As of 23-Jul-2012 5:47 PM EDT
Save to MyEPLS

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Contact Information

- > [For Help: Federal Service Desk](#)

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

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

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

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

Attachment Checklist

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

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

Contractor Information

Contractor Name	Oakland Kids First	Agency's Contact	Ina Bendich
OUSD Vendor ID #	V050226	Title	Managing Director
Street Address	610 16th Street #310	City	Oakland
Telephone	(510) 452-2043	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Zip	94612
		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	07/01/2012	Date work will end	08/15/2012	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 70.00	Number of Hours (required)	40.00		

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
5845	Smaller Learning	9645845201	5825	\$ 3,000.00
	Community		5825	\$
	(SLC)		5825	\$
Requisition No. (required)	R0300258		Total Contract Amount	\$ 3,000.00

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Cleo Protopapas	Phone	(510) 273-0436
	Site / Department	High School Network	Fax	(510) 273-0438	
	Signature	<i>Cleo Protopapas</i>	Date Approved	7/1/12	
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature		Date Approved		
3.	Regional Executive Officer				
	<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>[Signature]</i>	Date Approved	7-6-12	
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		
5.	Superintendent, Board of Education <i>Signature on the legal contract</i>				
Legal	Required if not using standard contract	Approved	Denied - Reason	Date	
Procurement	Date Received		PO Number		P1300908

2000

Record Accepted Record 1003 of 27689

PR: R0300258... PO: ... Status: PR- Sec Cd: 9670 Aprv: *And* Next: ...

Vendor	RemitTo	ShipTo	BillTo	Reqst'd	Aprv'd	Printed	Details	Dates	Blanket	Req. Codes	Misc.
V050226 OAKLAND KIDS FIRST 610 16TH ST., SUITE 310 OAKLAND CA 94612			Addr: P1	By: LOPEZ, SUSANNA Date: 07/09/2012			Confirm: THIS IS NOT A PO Account: Bid #: Contract #: End Use: High School - SLC Buyer: BUYR11				PO Type: B Terms: NET 30
				PO Total: \$3,000.00							

Item Num	Quantity	Units	Description	Amount	ACCOUNT NUMBER	Product Code	Ext
0001	3,000	1	Professional Services Contract with Oakland	1.00	GL 9645845201-5825	CONTRASER	3,
0002	0			0.00	GL 9645845201-5825		

Items Taxes Miscellaneous Account Distribution Item Shipping

Add Mode