

Board Office Use: Legislative File Info.	
File ID Number	13-0399
Introduction Date	3/27/13
Enactment Number	130557
Enactment Date	3/27/13 <i>as</i>



**OAKLAND UNIFIED SCHOOL DISTRICT**

Community Schools, Thriving Students

# Memo

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

**Board Meeting Date**  
 (To be completed by Procurement)  
3/27/13

**Subject** Professional Services Contract -  
 Safe Passages Oakland CA (contractor, City State)  
Untied for Success Academy (site/department)

**Action Requested** Approval of a professional services contract between Oakland Unified School District and Safe Passages. Services to be primarily provided to Untied for Success Academy for the period of 02/01/2013 through 06/30/2013.

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

In support of the District's efforts to implement Full Service Community Schools, United For Success seeks support in coordinating the community schools work. Safe Passages has supported the work at the site for four years under the Elev8 initiative and will continue to coordinate and implement Elev8 services and the community schools work.

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

Professional Services Contract between Oakland Unified School District and Safe Passages Oakland, CA, for the latter to provide a range of services, including coordination of community schools efforts, assessment of the school community's needs and assets, coordination of all student and family support services, and development of resources and partnerships to meet identified needs in partnership with United For Success for the period of February 1, 2013 through June 30th 2013 an amount not to exceed 50,400.00

**Recommendation** Approval of professional services contract between Oakland Unified School District and Safe Passages. Services to be primarily provided to Untied for Success Academy for the period of 02/01/2013 through 06/30/2013.

**Fiscal Impact** Funding resource name (please spell out) SIG  
not to exceed \$ 50,400.00

- 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 (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 02/01/2013, 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 06/30/2013.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Fifty thousand four hundred Dollars (\$50,400.00). 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.

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:* \_\_\_\_\_ 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: Elia Bustamante  
Site /Dept.: Untied for Success Academy  
Address: 2101 35th Ave.  
Oakland, CA  
Phone: (510) 535-3880

**CONTRACTOR:**

Name: Josefina Alvarado  
Title: Executive Director  
Address: 250 Frank Ogawa Plaza  
Oakland CA 94602  
Phone: (510) 273-1569

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: JA

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/eplis/search.do>)

Summary of terms and compensation:

Anticipated start date: 02/01/2013 Work shall be completed by: 06/30/2012 Total Fee: \$ 50,400.00

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos  
 President, Board of Education

Superintendent or Designee  
Edgar Rakestraw, Jr.  
 Secretary, Board of Education  
 Board of Education

3-4-2013  
 Date

3/28/13  
 Date

CONTRACTOR

[Signature]  
 Contractor Signature 1/28/13  
 Date

Josefina Alvarado Executive Director  
 Print Name, Title

File ID Number: 13-0399  
 Introduction Date: 3/27/13  
 Enactment Number: 13-2557  
 Enactment Date: 3/27/13  
 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.

Ratification by the Board of Education of a Professional Services Contract between Oakland Unified School District and Safe Passages Oakland, CA, for the latter to provide a range of services, including coordination of community schools efforts, assessment of the school community's needs and assets, coordination of all student and family support services, and development of resources and partnerships to meet identified needs in partnership with United For Success for the period of February 1, 2013 through June 30th 2013 an amount not to exceed 50,400.00

SCOPE OF WORK

Safe Passages will provide a maximum of 1,120.00 hours of services at a rate of \$ 45.00 per hour for a total not to exceed \$50,400.00. Services are anticipated to begin on 02/01/2013 and end on 06/30/2013

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

Lead all components of planning, development, and implementation at assigned school site in coordination with site management and new and existing collaborative partners. Develop, oversee, integrate and manage community schools core components including family support, extended day, and health services. Create new and support existing community and cross-agency partnerships to build and expand OUSD and Elev8 community school programs and services to students and families. Participate in school site leadership bodies, e.g. Leadership Team, School Site Council, English Language Advisory Committee (ELAC) and other bodies as requested by Principal. Specifically, consultant will participate in monthly Professional Learning Communities to further the work of the community schools work; convene weekly COST meetings to facilitate a student services referral process; convene monthly partner meetings to increase awareness of school efforts and work to align partner efforts with school; facilitate opportunities to increase attendance at school; and other community schools efforts as requested and jointly agreed upon.

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.

Outcome 2) Contractor will develop and implement universal referral system to facilitate delivery of services for students, including those with attendance issues due to underlying health issues. Outcome 4) Contractor will develop systems to facilitate and track delivery of health and other support services, in order to increase access to and utilization of health services. Delivery of services will be tracked through COST Referral System and will include the number of referrals and number of students receiving services by service type. Access to and utilization of health services will also be tracked through the school-based health center evaluation conducted by the University of California, San Francisco (UCSF).

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

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

**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.
-



250 Frank H. Ogawa Plaza, Suite 6306, Oakland, CA 94612  
[www.safepassages.org](http://www.safepassages.org)

October 12, 2012

Elia Bustamante  
Principal  
United for Success Academy Middle School  
2101 35<sup>th</sup> Avenue  
Oakland, CA 94601

Dear Ms. Bustamante:

I am writing to verify that Safe Passages has cleared all staff by fingerprinting and TB testing prior to them beginning work with OUSD students/families. This letter shall serve as confirmation that Safe Passages adheres to the policy above for all contracts between Oakland Unified School District and Safe Passages. I am also attaching pdf files that contain a completed W-9 for our agency, an insurance certificate showing required liability insurance and our Elev8 brochure.

Additionally, here is an abbreviated scope of work for Victoria Galbert's Project Coordinator position as agreed upon:

*Lead all components of planning, development, and implementation at assigned school site in coordination with site management and new and existing collaborative partners. Develop, oversee, integrate and manage community schools core components including family support, extended day, and health services. Create new and support existing community and cross-agency partnerships to build and expand OUSD and Elev8 community school programs and services to students and families. Participate in school site leadership bodies, e.g., Leadership Team, School Site Council, English Language Advisory Committee (ELAC) or other bodies as requested by Principal.*

The total contract should be for 1FTE Project Coordinator at \$100,000 annual salary including fringe benefits.

It is my understanding that the documents herein attached fulfill the requirements for contract ratification. Please let me know of any further information you need to complete the contract process for Victoria Galbert. Thank you.

Regards,

  
Josefina Alvarado-Mena  
Chief Executive Officer  
Safe Passages





**OAKLAND**

***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%)
<b>Total</b>	<b>2346</b>	<b>2085 (89%)</b>	<b>811 (35%)</b>	<b>230 (10%)</b>

**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

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**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 E-MAIL ADDRESS: FAX (A/C, No): 1 (626) 405-0585														
INSURED  Safe Passages 250 Frank Ogawa Plaza #6306 Oakland, CA 94612	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Nonprofits' Insurance Alliance of California</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nonprofits' Insurance Alliance of California		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			201221017NPO	5/9/2012	5/9/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					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
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COM/POP AGG	\$ 3,000,000
								\$
A	AUTOMOBILE LIABILITY			201221017NPO	5/9/2012	5/9/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB		<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
	DED		RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N	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	E.L. DISEASE - POLICY LIMIT	\$
							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

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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**Search - Current Exclusions**

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

**View Cause and Treatment Code Descriptions**

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

**Agency & Acronym Information**

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

**OFFICIAL GOVERNMENT USE ONLY**

- > Debar Maintenance
- > Administration
- > Upload Login

**EPLS Search Results****Search Results for Parties Excluded by**

Firm, Entity, or Vessel : safe passages

As of 26-Oct-2012 5:23 PM EDT

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)**Resources**

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

**Reports**

- > Advanced Reports
- > Recent Updates
- > Dashboard

**Archive Search - Past Exclusions**

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

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

**OUSD Staff Contact** Emails about this contract should be sent to: (required) [milciadis.diaz@unitedforsuccess.org](mailto:milciadis.diaz@unitedforsuccess.org)

## Contractor Information

Contractor Name	Safe Passages	Agency's Contact	Josefina Alvarado				
OUSD Vendor ID #	I005510	Title	Executive Director				
Street Address	250 Frank Ogawa Plaza	City	Oakland	State	CA	Zip	94602
Telephone	(510) 273-1569	Email (required)	jalvarado@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	02/01/2013	Date work will end	06/30/2012	Other Expenses	\$ 50,400.00
Pay Rate Per Hour (required)	\$ 45.00	Number of Hours (required)	1,120.00		

## 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
3181	SIG	2283181101	5825	\$ 50,400.00
			5825	\$
			5825	\$
<b>Requisition No. (required)</b>	R0307292		<b>Total Contract Amount</b>	<b>\$ 50,400.00</b>

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

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

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

1.	<b>Administrator / Manager (Originator)</b>	Name	Elia Bustamante	Phone	(510) 535-3880
	Site / Department	Untied for Success Academy		Fax	(510) 535-7139
	Signature			Date Approved	1-28-2013
2.	<b>Resource Manager, if using funds managed by:</b> <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	2-5-13
	Signature (if using multiple restricted resources)			Date Approved	
3.	<b>Regional Executive Officer</b>				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site <input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature			Date Approved	2-22-13
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant Aggregate Under <input type="checkbox"/> Over <input type="checkbox"/> \$50,000				
	Signature			Date Approved	3-4-2013
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal Required if not using standard contract</b>		Approved		Denied - Reason	Date
<b>Procurement</b>	Date Received			PO Number	

2449

