

Board Office Use: Legislative File Info.	
File ID Number	12-1128
Introduction Date	5-23-12
Enactment Number	12-1372
Enactment Date	5-23-12 <i>ho</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To 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 May 23, 2012
 (To be completed
 by Procurement)

Subject Professional Services Contract - CitySpan Technologies, Inc.(contractor) - 922/Family, Schools, and Community Partnerships Department (site/department)

Action Requested Ratification of a Professional Services Contract between Oakland Unified School District and CitySpan Technologies, Inc. Services to be primarily provided to the Family, Schools, and Community Partnerships Department for the period of May 1, 2011 through June 30, 2012.

Background
A one paragraph explanation of why the consultant's services are needed.
 CitySpan Technologies, Inc. software provides tools for capturing student information, defining after school activities, taking attendance and generating reports that are required of the After School and Safety (ASES), 21st Community Learning Centers (21st CCLC), and the 21st Century High School After School Safety and Enrichment for Teens (ASSETs) program grants. The capabilities include participant information, staff, partner and facility information, activity attendance, outcomes evaluation, statistical reports, and barcode data-entry; configure software for OUSD to integrate with OFCY, data exchange and grant reporting information.

Discussion
One paragraph summary of the scope of work.
 Ratification by the Board of Education of a Professional Services Contract between District and CitySpan Technologies, Inc. for the latter to provide software, licensing, project management, training for capturing student information, defining after school activities, taking attendance and generating reports that are required of the After School Education and Safety (ASES), 21st Century Community Centers (21st CCLC), and the 21st Century High School After School Safety and Enrichment for Teens (ASSETs) program grants for the period of May 1, 2012 through June 30, 2012, in an amount not to exceed \$12,900.00.

Recommendation Ratification of a Professional Services Contract between Oakland Unified School District and CitySpan Technologies, Inc. Services to be primarily provided to 922/Family, Schools, and Community Partnerships Department for the period of May 1, 2011 through June 30, 2012.

Fiscal Impact Funding resource name (please spell out) 4124/21st Century Community Learning Centers (21st CCLC) Grant in the amount of \$6,250.00 and \$6,650.00 for licensing fees for a total amount not to exceed \$12,900.00.

Attachments

- Amendment No. 1, Professional Services Contract
- Certificate of Insurance
- Scope of Work
- Copy of original contract

Board Office Use: Legislative File Info.	
File ID Number	12-1178
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**OAKLAND UNIFIED
SCHOOL DISTRICT**

PROFESSIONAL SERVICES CONTRACT 2011-2012

This Agreement is entered into between the Oakland Unified School District (OUSD) and CitySpan Technologies, Inc. (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:** CONTRACTOR shall provide the services described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").
2. **Terms:** CONTRACTOR shall commence work on 05/01/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/30/2012.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Six Thousand Two Hundred Fifty Dollars (\$6,250.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

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: N/A 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:

OUSD Representative:

Name: Julia Ma
Site /Dept.: 922/Family, Schools, and Community Partnerships
Address: 495 Jones Avenue
Oakland, CA 94603
Phone: (510) 568-1022

CONTRACTOR:

Name: CitySpan Technologies, Inc.
Title: CEO and President
Address: 2437 Durant Avenue, Suite 206
Berkeley CA 94704
Phone: (510) 665-1700

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.

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: MM

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).

- 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.

Summary of terms and compensation:

Anticipated start date: 05/01/2012 Work shall be completed by: 06/30/2012 Total Fee: \$ 6,250.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

Date

Date

CONTRACTOR

Contractor Signature

CitySpan Technologies, Inc. CEO and President
Print Name, Title

Certified:

Edgar Rakestraw, Jr., Secretary
Board of Education

File ID Number: 12-1128
Introduction Date: 5-23-12
Enactment Number: 12-1372
Enactment Date: 5-23-12
By: AR

Date: April 27, 2012

To: Julia Ma
Oakland Unified School District

From: Mark Min
Cityspan Technologies

Re: **Cost Detail for Invoice #2374**

1. Licensing and User Support

Cityspan charges an annual fee for licensing the software, hosting it at Cityspan's data center and providing user support. The fee covers costs related to server hardware and software maintenance, internet connectivity, security monitoring and help desk operations. Cityspan's help desk provides toll-free phone and email-based support to end users during business hours (M-F, 8AM-5PM PST). Support requests will be met within one business day. The cost for licensing and user support is \$350 per schools annually. OUSD will be billed for schools that are not already paid for by OFCY.

Cost: (19 schools @ \$350/school) = \$6,650/annually
Service Dates: 7/1/10 - 6/30/11

2. Project Management

Cityspan charges a project management fee to cover costs associated with management tasks, meetings, email and phone communications between OUSD staff and Cityspan. Project management time is billed at \$125 per hour.

2.1. Configure grant allocations for FY10-11. Enter grant information (ASES Core, ASES Supplemental, ASSETS, 21st Century) for all schools.

Cost: (10 hrs @ \$125/hour) = \$2,500
Service Dates: 7/1/10 - 10/30/10

2.2. Prepare data exports for evaluator use and preparation of the CDE Semi-Annual Report and Federal 21CCLC APR.

Cost: (20 hrs @ \$125/hour) = \$2,500
Service Dates: 12/1/10 - 6/30/11

Project management total: (30 hrs @ \$125/hour) = \$3,750/annually

3. Custom Programming

Cityspan charges a programming fee to implement software customization requests. Programming time is billed at \$125 per hour.

3.1. Update OUSD sign-in forms to reflect grant documentation requirements for ASES and ASSETS program sites

Cost: (10 hrs @ \$125/hour) = \$1,250
Service Dates: 7/1/10 - 10/30/11

4. Data Exchange

Cityspan manages the data exchange that updates student registration data from a daily file export from Aries.

Cost: (10 hrs @ \$125/hour) = \$1,250/annually
Service Dates: 7/1/10 - 6/30/11

Invoice SUMMARY

(1) License & Hosting	\$6,650
(2) Project Management	\$3,750
(3) Custom Programming	\$1,250
(4) Data Exchange	\$1,250
Total:	\$12,900



Cityspan software for California After School Programs

Cityspan for California After School is powerful and user-friendly software that meets the attendance tracking needs of ASES, ASSETs and 21st Century CLC programs. The software enables users to manage information with greater efficiency and to generate reports required by the California and US Departments of Education. And, as with all our software, Cityspan for California After School can be customized to meet your specific data collection needs.

TRACK PARTICIPANTS AND SERVICES

Cityspan software guides you through the process of registering youth and recording their participation in program activities. Users enter key information on each participant including name, address, school, emergency contacts and demographics. Alternately, participant information can be uploaded from school district student files. Once registered, participants can be enrolled in program activities and their attendance tracked by CDE funding type (Core/Supplemental, ASES/21st Century, and Before School/After School). Several tools support data collection, including pre-printed attendance forms that meet CDE requirements for attendance documentation.

MANAGE STAFF, AGENCIES AND FACILITIES

Cityspan for California After School also manages information about staff, partnering agencies and facilities. Staff forms record staff names, addresses, schedules of availability, and pre-qualification information. Agency forms record agency names, addresses, contacts and organizational descriptions. The system also manages information about rooms and buildings, including facility addresses, contacts, room capacities and use restrictions.

CREATE REPORTS

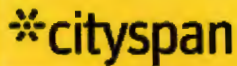
With Cityspan, users can automatically generate reports that show progress toward CDE grant goals. The software reports days of service, average daily attendance and the number of students served with reference to CDE attendance benchmarks. Users can determine whether goals will be met and how many additional student enrollees may be needed to meet goals. For 21st Century CLCs, the software also generates key sections of the Annual Performance Review (APR). Cityspan reports are configured to match data entry screens provided in the CDE ASSIST and Federal PPICS online systems.

WITH CITYSPAN YOU CAN:

- Register after school participants ✓
- Monitor progress toward CDE attendance benchmarks ✓
- Track dual funded programs ✓
- Print activity attendance sheets ✓
- Generate CDE evaluation files ✓

ADDITIONAL FEATURES

- Prepare the 21st CCLC APR ✓
- Support site management with pre-printed lists and labels ✓
- Enter attendance with barcodes ✓
- Generate participant summaries ✓
- Print custom reports ✓



Expanding Capacity Through Collaboration



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Our Software

Cityspan Funder™

Cityspan Provider™

Custom Solutions

YouthServices.net

Cityspan HS

Cityspan SES

Cityspan 21CCLC

Cityspan Gear Up

Our Clients

Client List

Study: New Jersey

Study: San Francisco

Study: New York

About Cityspan

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Cityspan builds software for social services

Cityspan's web-based solutions help organizations manage grants, track clients and evaluate outcomes. Using our tools, service providers and funders work together to realize the potential of their programs and maximize the impact of their investments.

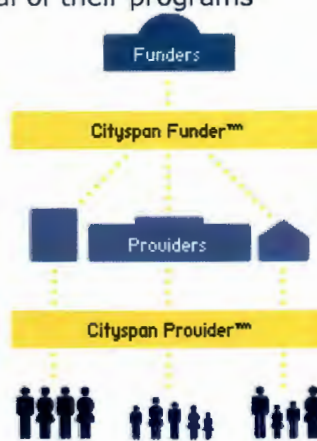
Custom software

Every Cityspan solution is developed to the client's specification. By working with your program and IT staff, we ensure an exact fit - from building online forms that match existing documents, to incorporating your workflow into the design of the system.

Our solutions maximize efficiency and impact

The Internet offers service providers and funders an important opportunity to optimize business practices. Cityspan works with clients to tap the power of the web. Our online solutions have proven effective at streamlining agency workflow, enhancing accountability, promoting collaboration and enabling outcomes-based evaluation and research.

To learn more about how Cityspan Provider and Cityspan Funder can help you, visit our **Software**. »



News

Visit our vendor booth at the following conferences.

April 2 - 4, 2012

National AfterSchool Association Convention
Dallas, TX

April 25 - 28, 2012

Best Out-Of-School Time Conference
Palm Springs, CA

May 9 - 12, 2012

Community Schools National Forum - Scaling Up School and Community Partnerships: The Community Schools Strategy
San Francisco, CA

No Child Left Behind

Custom-designed solutions to help you make the grade »





Cityspan 21st CCLC for Community Learning Centers



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Custom Solutions

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Cityspan 21st CCLC is powerful and user-friendly software that meets the service tracking needs of 21st Century Community Learning Centers and grant administrators.

The software enables users to manage information with greater efficiency and to automatically generate required 21st Century Annual Performance Review (APR) reports. And, as with all our software, Cityspan 21st CCLC can be customized to meet your specific data collection needs.

Track Participants and Services

Cityspan 21st CCLC guides you through the process of registering youth and tracking their participation in program activities. Users record key information on each participant including name, address, school, emergency contacts and demographics. Once registered, participants can be enrolled in program activities and their attendance tracked. Several tools support data collection, including pre-printed attendance forms and options that integrate wireless and PDA technologies.

Manage Staff, Agencies and Facilities

Cityspan 21st CCLC also manages information about staff, partnering agencies and facilities. Staff forms record staff names, addresses, schedules of availability, and pre-qualification information. Agency forms record agency names, addresses, contacts and organizational descriptions. The system also manages information about rooms and buildings, including facility addresses, contacts, room capacities and use restrictions.

Create Reports

YouthServices.net includes an advanced evaluation module that has supported research and evaluation. With Cityspan 21st CCLC, users can automatically produce Annual Performance Review (APR) reports based on participant and service data. Community Learning Centers can also create statistical reports for presentation to funders, evaluators and others. The reports calculate average daily attendance, unduplicated participant counts, participation by service category and overall participant

CITYSPAN 21ST CCLC FEATURES

[Track Participants and Services](#)

[Manage Staff, Agencies and Facilities](#)

[Generate the 21st CCLC APR](#)

[Collaborate Online](#)

[Evaluate Outcomes](#)

demographics. The system also generates enrollment lists, mail labels, contact sheets and attendance forms that facilitate the day-to-day management of services.

Collaborate Online

Community Learning Center staff can use Cityspan 21st CCLC to work from multiple locations and across agencies. The system supports configurations that allow several agencies to serve a common group of clients, an administrative agency to monitor multiple sites, and funders to view summary statistics but not confidential client data.

Evaluate Outcomes

Cityspan 21st CCLC supports outcomes analysis by enabling web-based evaluation forms and user-defined assessment tools, and utilizing "key" fields (such as school ID and Social Security number) that link participant and service data to external sources. The system supports the 21st CCLC outcome evaluation model by capturing student grades, scores and the results of state-specific student assessments.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY # B2057451767



SB-300120-B
(Ed. 04/10)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

SCHEDULE*

Name Of Person Or Organization:

"AS REQUIRED BY WRITTEN CONTRACT"

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

A. The following is added to Paragraph C. Who Is An Insured:

- 4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. The insurance provided to the additional insured is limited as follows:

- 1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf

in the performance of your ongoing operations for the additional insured(s); or

- c. "Your work" that is included in the "products-completed operations hazard" and performed for the additional insured, but only if this Policy

provides such coverage, and only if the written contract or written agreement requires you to provide the additional insured such coverage.

C. This insurance provided to the additional insured terminates when your operations for the additional insured are complete. But if the written contract or written agreement specifies a date until which this insurance must apply, then this insurance terminates:

- 1. On the date specified in the written contract or written agreement; or
- 2. When this policy expires or is cancelled, whichever occurs first.

D. The following is added to Paragraph H. of the Businessowners Common Policy Conditions:

H. Other Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

3002006723574517670160



ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/11/2011

PRODUCER 925.828.3700 FAX 925.828.6507
Centurion Insurance
7950 Dublin Blvd Ste.100
P.O. Box 2518
Dublin, CA 94568

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Cityspan Technologies Inc.
2054 University Ave 5F
Berkeley, CA 94704

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Company	
INSURER B: Transportation Insurance Co.	
INSURER C: Hartford Ins Co of the Midwest	37478
INSURER D: Beazley Insurance Company	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	AGD/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
A		GENERAL LIABILITY	B2057451767	08/01/2011	08/01/2012	EACH OCCURRENCE	\$ 1,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000	
		GENTL AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000	
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. JECT <input type="checkbox"/> LOC			GENERAL AGGREGATE	\$ 2,000,000		
					PRODUCTS - COMP/OP AGG	\$ 2,000,000		
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$	
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$	
						AUTO ONLY: AGG	\$	
							\$	
B		EXCESS / UMBRELLA LIABILITY	B4023002110	08/01/2011	08/01/2012	EACH OCCURRENCE	\$ 3,000,000	
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 3,000,000	
		<input type="checkbox"/> DEDUCTIBLE					\$	
		<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$	
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	57WECZW2937	08/01/2011	08/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER		
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$ 1,000,000	
		<input type="checkbox"/> Y/N				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
		if yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
D		OTHER Professional Liability	V155NP110301	04/17/2011	04/17/2012	Each Claim: \$1,000,000 Aggregate: \$1,000,000 Ea Claim Ded: \$10,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Oakland Unified School District is named as additional insured as respects to operations of the named insured per form SB-300120-B as required by written contract.

CERTIFICATE HOLDER

Oakland Unified School District
1025 Second Ave.
Oakland, CA 94606

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Vonda Martin/VM

Vonda Martin

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

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 has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for 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: 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 type="checkbox"/> For All Consultants with employees: Proof of workers compensation insurance

OUSD Staff Contact Emails about this contract should be sent to: renee.mcmearn@ousd.k12.ca.us

Contractor Information

Contractor Name	CitySpan Technologies, Inc.	Agency's Contact	Mark Min			
OUSD Vendor ID #	V058833	Title	CEO and President			
Street Address	2437 Durant Avenue, Suite 206	City	Berkeley	State	CA	Zip 94704
Telephone	(510) 665-1700	Email	mark@cityspan.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	05/01/2012	Date work will end	06/30/2012	Other Expenses	6,650.00
Pay Rate Per Hour (required)	\$ 125.00	Number of Hours	50.00	Total Contract Amount	\$ 6,250.00

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
4124	21st CCLC	9221851401	5825	\$ 6,250.00
			5825	\$
			5825	\$
Requisition No.	R0203458		Total Contract Amount	\$ 6,250.00

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	Julia Ma	Phone	(510) 568-1022	
	Site / Department	922/Family, School, and Community Partnerships			Fax	639-3335
	Signature	<i>Julia Ma</i>			Date Approved	4-27-12
2.	Resource Manager , if using funds managed by:	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Complementary Learning / After School Programs				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature	<i>R Mcmearn</i>			Date Approved	4/27/12
3.	Regional Executive Officer	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
	Signature	<i>Julia Ma</i>			Date Approved	4/30/2012
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	<input type="checkbox"/> Consultant Aggregate Under \$50,000				
	Signature				Date Approved	
5.	Superintendent, Board of Education Signature on the legal contract					
Legal	Required if not using standard contract	Approved	Denied - Reason	Date		
Procurement	Date Received	PO Number		P1208945		

