

Board Office Use: Legislative File Info.	
File ID Number:	14-0192
Introduction Date:	02/26/2014
Enactment Number:	
Enactment Date:	



# Memo

**To:** Board of Education

**From:** GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent

**Board Meeting Date:** 02/26/2014

**Subject:** Professional Service Contract

**Contractor:** ETR Associates of Scotts Valley, CA

**Services for:** 922-COMPLEMENTARY LEARNING

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and ETR Associates, Scotts Valley, CA, for the latter to provide: Ongoing technical assistance, consultation, and development of planning tools during the first year of the CDC grant (2013-1014). ETR Associates will also strengthen the evaluation of the OUSD Wellness Policy Implementation Inventory and expand and support the evaluation of the OUSD Wellness Champion Program for the period of 11/01/2013 through 06/30/2014 in an amount not to exceed \$37,500.00.

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

OUSD was awarded a 5 year HIV/STD and Pregnancy Prevention grant, for the Healthy Oakland Teens (HOT) Program, from the Centers for Disease Control and Prevention, Division of Adolescent School Health. The initiative aims to reduce student STD rates by delivering Exemplary Sexual Health Education to all middle and high schools students and creating referrals for students at 20 priority schools to quality sexual health services through existing school-based or community clinics. In addition, the project will aim to reduce bullying and increase school climate in relation to Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ) youth within the priority schools.

As federally mandated, OUSD will assess the District Wellness Policy for the second year, using a newly developed Wellness Inventory tool to be delivered to all OUSD school sites. The OUSD Wellness Champion Program, in its 5th year of implementation, will also be evaluated.

**Discussion:**  
(QUANTIFY what is being purchased.)

Ongoing technical assistance, consultation, and development of planning tools during the first year of the CDC grant (2013-1014). ETR Associates will also strengthen the evaluation of the OUSD Wellness Policy Implementation Inventory and expand and support the evaluation of the OUSD Wellness Champion Program

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**Fiscal Impact:** Funding resources below not to exceed \$37,500.00

\$5,000.00 Kaiser Health&Wellness w/EBCF

\$10,000.00 Kaiser Health&Wellness w/EBCF

\$22,500.00 CDC HIV & STD PREVEN.

**Attachments:** Professional Services Contract including Scope of Work  
Waiver Summary  
Resume / Statement of Qualifications  
EPLS Search Results Page  
Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between ETR Associates (CONTRACTOR) and Oakland Unified School District (OUSD). 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" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 11/01/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 06/30/2014.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed THIRTY SEVEN THOUSAND FIVE HUNDRED Dollars (\$37,500.00) [per fiscal year], at an hourly billing rate not to exceed \_\_\_\_\_ per hour. 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: No Reimbursements.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after 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. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE, which shall not exceed a total cost of \$0.00.
5. **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.
6. **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. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
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: JOANNA LOCKE  
Site /Dept.: 922-COMPLEMENTARY LEARNING  
Address: 746 Grand Avenue  
Oakland, CA 94610  
Phone: 510-273-1594

**CONTRACTOR:**

Name: Dave Kitchen  
Title: Officer (Business)  
Address: 4 Carbonero Way  
Scotts Valley, CA 95066  
Phone: 831-440-2256

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.

8. **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.

9. **Insurance:**

1. 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.

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, 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, 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.



Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. 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.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/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)
- 25. 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.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD'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.

OAKLAND UNIFIED SCHOOL DISTRICT

MARIA SANTOS
[ ] President, Board of Education
[X] Superintendent or Designee

01/24/2014
Date

Secretary, Board of Education

Date

CONTRACTOR

Dave Kitchen
Contractor eSignature
01/24/2014
Date

Dave Kitchen, Officer (Business)
Print Name, Title

## EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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.

Through this contract, for the CDC grant, ETR Associates will 1) provide consultation to identify and adapt Exemplary Sexual Health Education (ESHE); 2) assist in design and development of training materials for science teacher professional development of ESHE; 3) support implementation of referral tracking systems to connect students to sexual health services; 4) review HIV/STD campaign materials; 5) consultation and technical assistance for development of anti-bullying campaign; 6) assist in creation of self assessment of School Health Index. ETR Associates will provide oversight and a subcontract to UCSF for 30% of the total evaluation, or \$6750, to assist with evaluation of referrals for sexual health services.

For the Wellness Policy Inventory, ETR Associates will: 1) revise the Wellness Policy Inventory; 2) create an online tool; 3) monitor completion of the tool; 4) conduct analysis and 5) summarize results and collaboratively identify priority next steps.

For the Wellness Champion Evaluation, ETR Associates will: 1) develop a revised Wellness Champion survey tool; 2) create an online version of the tool; 3) monitor survey completion; 4) conduct analyses and write summaries and 5) provide ongoing technical assistance to improve the overall program.

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.

Exemplary sexual health education and access to sexual health services are paramount to decreasing HIV/STD rates of Oakland teens. ETR Associates will assist in the planning year to create the evaluation for the Healthy Oakland Teens Program. In future years, we anticipate increased access and utilization of health services, decreased HIV/STD rates, increased number of students receiving high quality sexual health education, reduction in bullying and improved school climate.

Wellness Policy Inventory and Wellness Champion Evaluation: 1) School wellness policies, practices and programs will be assessed to identify gaps and barriers to learning, so that students can participate more fully in school 2) The assessment will identify existing and lacking resources so that an equitable distribution can take place and encourage more children to attend school. 3) The results of the assessment will help to will increase access to nutrition, physical education, medical, health education and youth development services.

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

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

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

**Action Item included in Board Approved CSSSP:** (no additional documentation required)

– Item Number(s): Not Applicable  
No Restricted Funds

**Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP 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 CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.



***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 922-COMPLEMENTARY LEARNING**

**Principal / Department Head: JOANNA LOCKE**

**Contractor Name: Dave Kitchen**

**Business Name: ETR Associates**

**Contract Type: Standard**

**Anticipated Start Date: 11/01/2013**

**Contract End Date: 06/30/2014**

**Rate Type: FLAT**

**Contract Amount: \$37,500.00**

***Applicable Waivers***

**Approved by Risk Management**

**Insurance-Reduction Waiver Status: NA**

**Waiver-Reduction Type: \$1,000,000 Required**

**Other Reduction Amount: NA**

**Approval Date:**

**Approved by Deputy Superintendent**

**Billing Waiver Status: Approved**

**Approval Date: 01/22/2014**

**Fingerprint Waiver Status: Approved**

**Approval Date: 01/22/2014**

**TB Test Waiver Status: Approved**

**Approval Date: 01/22/2014**

# ETR Core Competencies

## About ETR

ETR is a national, nonprofit organization that has been at the forefront of developing, implementing, evaluating and disseminating science-based health programs and interventions for youth, families and communities since 1981.

**Mission:** To provide science-based innovative solutions in health and education designed to achieve transformative change in individuals, families and communities.

**Experience:** ETR has extensive experience in planning and administering major national and regional projects and currently manages over 45 funded projects that have annual budgets ranging from \$9,000 to nearly \$2 million.

**Staff:** ETR has maintained its commitment and mission while growing to a multidisciplinary staff of over 100 health educators, program developers, trainers, curriculum specialists, writers, editors, graphic artists, librarians, publication and distribution experts, technologists, and social scientists.

## Capacity Building & Professional Development

ETR is devoted to building the capacity of health and education professionals to promote the health and well-being of youth, families and their communities. Our services build capacity through skills training, technical assistance, team building, strategic planning and organizational development. Primary clients include state departments of education and health, local health departments, schools and school districts, juvenile justice organizations and community-based organizations.

- **In California:** Funded by the California Office of Maternal Child and Adolescent Health (MCAH), ETR has increased the capacity of thousands of sexual and reproductive health specialists and organizations, other community-based organizations and local health departments across the state of California to influence sexual health promotion policies and practices. The majority of these serve populations at disproportionate risk for HIV/STD, teen and unwanted pregnancy, including low-income communities of color.
- **Across the United States:** ETR's multidisciplinary staff has worked with organizations in every state and territory in the U.S through support from the Centers for Disease Control and Prevention, the National Institutes of Health, the National Science Foundation and the Corporation for National and Community Service, as well as private foundations.

### Capacity-Building Project Examples

#### California Working to Institutionalize Sexuality Education (WISE) project

- ETR helps to organize and mobilize school and community leaders with the goals of implementing and sustaining effective sexual health education practices for youth. Regional Comprehensive Sexuality Education (CSE) Networks provide school districts with peer support and partnerships with community-based organizations, which has empowered school districts to make significant improvements to their CSE programs and acquire much-needed resources.
- We offer technical assistance to help districts develop and assess their partnerships, through an evaluation comprised of surveys and interviews that looks at district success in developing and maintaining partnerships and the role the WISE project played.

*(continued)*

### Capacity Building Project Examples *(continued)*

#### **California's Clean Air Project**

- Funded by California Department of Public Health/California Tobacco Control Program, this statewide secondhand smoke technical assistance project builds the capacity of tribal leaders and casino managers to voluntarily develop, adopt and evaluate smoke-free workplace policies. In addition to creating and disseminating educational materials and resources for tribal entities, CCAP provides technical assistance to county health departments and policy advocates throughout California and across the U.S.

#### **CDC Division of Adolescent and School Health (DASH) Professional Development Project**

- ETR coordinates and develops capacity-building services for 27 CDC-funded non-government organizations (NGOs) serving a range of constituents, including juvenile justice providers, service providers to runaway/homeless youth, and state and local education agencies. In collaboration with DASH staff, ETR has developed and conducts a comprehensive needs assessment process to inform an annual calendar of CBA events, which have taken the form of multi- and single-day trainings, roundtable discussions, webinars and workshops addressing both content and functions.

#### **CDC Division of Adolescent and School Health (DASH) Programs That Work**

- ETR, in partnership with CDC-DASH, spearheaded the first national “Programs that Work” initiative, which built the capacity of state and local education agencies (SEAs and LEAs) to disseminate and institutionalize HIV/STD evidence-based interventions (EBIs) and other health education programs. This work included training and technical assistance on EBI selection and implementation, as well as policy and environmental elements necessary for adoption and institutionalization, including gaining stakeholder buy-in and developing infrastructure needed for effective implementation and sustainability. This program reached all 77 funded SEAs and LEAs and provided training to over 250 school districts nationwide.

#### **CDC Division of Adolescent and School Health (DASH) Survive Outside**

- ETR provides national capacity-building assistance for staff in alternative schools, homeless youth organizations and juvenile justice to implement evidence-based and evidence-informed HIV/STD prevention and sexual health promotion practices and policies. The project works at the policy level by assisting sites in educating stakeholders and providing training to staff who work directly with youth, and also facilitates linkages between youth and sexual health services, particularly youth-friendly HIV/STD testing. To date, we have reached nearly 20,000 high-risk youth in hundreds of juvenile justice facilities and alternative schools from 25 states, and trained staff from 106 agencies who have then conducted training events for community stakeholders.

#### **CDC, Division of HIV/AIDS Prevention (DHAP), Capacity-Building Branch**

- ETR provides capacity-building assistance to local CDC-funded community-based organizations providing HIV/AIDS prevention programs, including implementation of effective behavioral interventions to reduce risk behaviors, program monitoring and evaluation, needs assessments, training and technical assistance. Our capacity-building assistance is closely aligned with the National HIV Strategy, as well as the federal focus on High Impact Prevention (HIP) and the Gardner Cascade, to help organizations link newly diagnosed individuals to medical care, utilize outcome data to improve retention, and implement the most effective interventions to reduce risk and increase access to care.

#### **Family and Youth Services Bureau (FYSB) National Training & Technical Assistance Provider for PREP**

- In partnership with RTI, ETR provides training, technical assistance and annual meeting planning services to support the Personal Responsibility Education Program (PREP) grantees. ETR is a lead technical advisor to over 100 state and tribal agencies and community-based organizations funded by FYSB to educate young people toward preventing pregnancy and STD via implementation of evidence-based sexual education programs. We design and deliver both online and in-person trainings and technical assistance to increase knowledge and skills to implement and sustain PREP.

## Program Development

ETR is a nationally recognized leader in the development and evaluation of evidence-based health promotion and risk prevention programs, particularly in the areas of HIV/STD and teen pregnancy prevention. Our experience has translated into a unique understanding of how effective interventions are constructed and what practitioners need to implement them effectively.

- We've developed, piloted, evaluated and trained to nationally known evidence-based programs aimed at reducing sexual risk-taking behaviors and HIV/AIDS, including *Reducing the Risk*, *Safer Choices*, *Draw the Line/Respect the Line* and *All4You!* All of these programs were tested with diverse ethnic populations and showed statistically significant outcomes.
- We're building tomorrow's diverse technology workforce by providing research-based programming that inspires youth and mobilizes communities to pursue technology education and careers, especially women and Latino/a youth.

### Program Development Project Examples

#### About Us

- With funding from the National Institute of Child Health and Human Development, ETR recently developed and pilot tested a 12-session HIV/STI prevention intervention focused on relationship factors that contribute to HIV/STI risk among high school youth that draws on story-telling and uses clicker technology. The survey results suggested several favorable positive impacts and trends, including students being more likely to use refusal strategies to resist unwanted sexual advances and more likely to use a condom at last intercourse.

#### All4You! and All4You2!

- ETR was funded by the CDC to develop, implement and evaluate *All4You!*, a 2-component intervention (behavioral skills and community involvement/service learning) for youth in alternative schools with a high rate of sexual risk behaviors. The program was successful in reducing selected sexual risk-taking behaviors at 6 months.
- With funding from the National Institute of Child Health and Human Development, ETR developed, implemented and evaluated the individual and combined effects of interventions that featured a skills- and norms-based curriculum and/or service learning. The study involved youth in continuation schools. Results show modest short-term impacts of the skills-based curriculum, but not the service-learning or the combined service-learning/curriculum intervention.

#### Computing for the Social Good (CS Teach)

- This program uses a near-peer strategy for infusing Computer Science (CS) content and the connection between CS and the social good into the K-12 curriculum, because effective strategies for engaging Latino/a students in CS require an increased focus on the societal implications of computing.

#### Draw the Line/Respect the Line

- ETR collaborated with the University of California, San Francisco Center for AIDS Prevention Studies on an intervention study funded by the National Institute of Mental Health called *Draw the Line, Respect the Line*. The study involved the development, implementation and evaluation of a culturally appropriate HIV-prevention intervention aimed at middle school youth, with a special emphasis on Latinos. Results suggest the intervention was successful in delaying the onset of sexual activity among boys as well as improving most psychosocial variables measured.

(continued)

### Program Development Project Examples *(continued)*

#### **Safer Choices**

- *Safer Choices*, a school-based intervention to reduce sexual risk-taking behaviors among high school adolescents, was funded by the Division of Adolescent and School Health of the Centers for Disease Control and Prevention (CDC), and was conducted in collaboration with the University of Texas at Houston Center for Health Promotion. Study results suggest *Safer Choices* produced numerous statistically and programmatically significant effects on sexual-specific psychosocial variables and sexual risk-taking behaviors through the 31-month follow-up.

#### **Tecnología-Educación-Comunidad (TEC)**

- ETR bridges the “digital career divide” for youth in rural communities through a community- and school-based program that offers technology career pathways for girls and boys from grades 5 through 12. In addition to youth programming, TEC builds the capacity of the families of the youth and the community to create a supportive network that encourages youth to pursue technology interests and careers.

## Research & Evaluation

ETR's Research Department and staff are nationally recognized for their significant contributions to education and public health through applied research, evaluations, intervention development and research synthesis. We have particular expertise in school-based randomized-controlled trial studies, which have resulted in the development of multiple evidence-based programs, including those listed above under program development.

- We have extensive experience designing, conducting and analyzing data from both quasi-experimental and randomized controlled trials of health-related behavioral interventions. Outcome analyses are performed using various methods including repeated measures multilevel modeling, multilevel multiple imputation, and factor analysis.
- We have provided expert technical assistance and training to funded grantees, both regionally and nationally, in the implementation and evaluation of evidence-based health and wellness programs, including grantees across the nation funded by the Centers for Disease Control and Prevention.
- We also conduct applied research in schools and community colleges that is used to inform the development of educational interventions, particularly for ethnic minority youth in the areas reproductive health and STEM education.

### Research & Evaluation Project Examples

#### **AIM 4 Teen Moms**

- ETR serves as the external evaluator for Children’s Hospital Los Angeles for their adaptation of Project AIM. The program, funded through the Personal Responsibility Education Program Innovative Strategies (PREIS), is an individual-level intervention using a case-management model. This study was selected by Mathematica to be part of the PREIS national evaluation.

#### **California Teen Pregnancy Prevention (TPP) Programs**

- As part of this project funded by the California Office of Maternal and Child Health, ETR developed the Continuous Program Improvement (CPI) Tool Kit, which provided a framework for TPP agencies to use a systematic process and standardized tools for assessing selected aspects of their programs, with the goal of identifying and making program improvements. We also developed webinars on completing each tool and how to analyze quantitative and qualitative data.

*(continued)*

### Research & Evaluation Project Examples *(continued)*

#### **Computer Game Programming Classes for Children**

- ETR has developed, implemented and analyzed studies of over 800 middle school students in computer game programming classes, including developing and testing curriculum and pedagogical approaches for using game programming to teach computational concepts, and testing a range of strategies to assess learning. Will begin a systematic synthesis of research on what children learn from computer game programming in fall of 2014.

#### **Evaluations of Promising Prevention Programs and Coordinated School Health Programs**

- ETR provided rapid evaluation technical assistance to agencies funded by the CDC's Division of Adolescent and School Health to implement innovative health programs, including nutrition, physical activity and HIV prevention programs. Staff worked with selected sites to provide assistance in the development of evaluation plans, data collection, data analysis and synthesis, and dissemination of findings.

#### **Promoting Diversity in the Computing Workforce with Community Colleges**

- ETR conducts research that informs faculty and administrators at 2-year colleges on how to increase the number of women and underrepresented minorities who persist in the field of computer science and information and communications technologies. We've recently completed a longitudinal study of over 700 students enrolled in an introductory programming class at 15 community colleges in California, with results that provide much-needed data on three widely held assumptions about gender differences in pathways to computer science majors.

#### **Relationships, Sexual Norms and HIV Prevention Among African-American Youth (You-Me-Us)**

- With funding from the National Institute of Nursing Research, ETR has designed a study to assess the effects of two theoretically based intervention components aimed at promoting relationship development as an avenue for reducing sexual risk-taking behaviors: (1) a skills- and norms-based HIV, other STI, and pregnancy prevention curriculum that focuses on relationships and related behaviors that may affect disease risk; and (2) a school-wide social norms component that features peer-led activities to permeate the school environment with pro-social norms regarding healthy relationships. The program is being evaluated to determine its efficacy in altering behavioral intentions and sexual risk-taking behaviors.

#### **RTR Works!**

- ETR developed and evaluated an online training program to help teachers implement *Reducing the Risk* with fidelity. This program recruited over 200 teachers across the United States, and used teacher pre- and post-surveys, implementation logs, interviews, in-person observations, and audio observations to measure fidelity.

#### **SafeStart Evaluation**

- As part of a national demonstration project funded by for the Office of Juvenile Justice and Delinquency Prevention (OJJDP), ETR designed and implemented a five-year evaluation of policy reforms and services for children exposed to domestic violence. We used surveys, interviews, focus groups, and structured observations to examine the impact of system change within San Francisco's criminal justice system and newly-implemented services across six neighborhood-based family resource centers.

#### **San Francisco Unified School District Student, Family & Community Support Evaluation**

- For over twenty years, ETR has served as the lead evaluation agency for the School Health Programs Office of the San Francisco Unified School District's Student, Family & Community Support Department. We monitor and evaluate a wide-ranging portfolio of grant-funded programs and services focused on improving the health and well-being of the District's 60,000 students. In 2013, topics included tobacco use prevention; youth in foster care; mentoring programs; online service documentation systems, alcohol use prevention and reduction; HIV/AIDS education; administration of the CDC's Youth Risk Behavior Survey, nutrition and physical activity promotion; school nursing and social work services, school counseling, and asthma.

### Research & Evaluation Project Examples *(continued)*

#### San Francisco Wellness Initiative

- Since 2002, ETR has served as the evaluation partner for the Wellness Initiative, a highly-regarded system of school-based health and behavioral health clinics in sixteen of San Francisco's public high schools. ETR conducts process and outcome evaluation for the initiative, measuring the impact of the Wellness Centers' array of wraparound services and support on student health, emotional well-being, attendance and academic achievement. We use a range of evaluation methods, including online service documentation systems that connect service provision and academic performance data, to monitor and evaluate the initiative.

## Online Resource Centers/Learning Communities

ETR maintains several state-of-the art online resource centers that have proven to be innovative and cost efficient vehicles for providing technical assistance and training, as well as dissemination of information and resources, to health education and social service providers across the United States.

### Project Examples

#### National Service Resources and Training (NSRT)

- Consolidates work funded by the federal Corporation for National and Community Service to assist the expanding work of AmeriCorps, Senior Corps, VISTA, and Learn and Serve America programs that support the millions of volunteers of all ages working in thousands of organizations and educational settings across the country.
- Manages and develops the services provided by ETR's long-standing projects, the National Service Knowledge Network and the National Service-Learning Clearinghouse, providing access to a wide variety of reference and referral library services, training and technical assistance, online learning and community development, effective practices databases, searchable resource databases, links to relevant websites, e-mail discussion lists and discussion forums, and online collaboration tools.
- Maintains the nation's largest library of service-learning materials and resources and a diverse collection of resources to support nonprofit management and capacity building.

#### CDC Division of HIV/AIDS Prevention Capacity Building Project

- Built and manages the Capacity Building Resource Center (CRC) at MyCBA.org, an online resource designed to facilitate communication and collaboration between the CDC-funded Capacity Building Assistance (CBA) providers and CDC's Capacity Building Branch (CBB) key staff, with the goal of improving the delivery and effectiveness of HIV prevention services provided to the nation's workforce who serve populations at risk for HIV.
- Interactive, password-protected website allows CBA Providers access to timely CDC news alerts and documents related to public health and includes a resource library, webinars, CBA provider directory and e-learning courses.
- Coordinates and archives monthly CBA Network calls; ensures quality of materials through review, assessment and approval by CDC; and completes a yearly assessment of current and future TA needs for CRC services.

## Content Development & Publishing

ETR is the largest not-for-profit publisher of health education resources and evidence-based programs in the country.

- We publish approximately 1,000 products including curricula, videos, pamphlets, books and other teaching aids, such as flip charts, and ship approximately 8 million books and pamphlets worldwide every year.
- Our evidence-based prevention programs including *Focus on Youth with ImPACT*, *Reducing the Risk*, *Safer Choices*, *Draw the Line/Respect the Line*, and *Becoming a Responsible Teen*. ETR is also the developer and publisher of *HealthSmart*, a comprehensive K-12 health education program that is aligned to national standards and the characteristics of effective health education curricula defined by the CDC.
- Our skilled writers, editors, business planners and graphic designers have many years experience in providing content development and publishing services, with a particular focus on curriculum instructional design, readability and ease of use.

### Content Development Project Examples

#### Customized Sexual Health Unit for NYC

- We've created a customized version of the sexual health unit for the *HealthSmart* curriculum adopted by New York City schools, working with the client to assemble a series of lessons that would meet the specific topics and standards required.

#### Revised Editions of Evidence-Based Intervention Curricula

- We work with program developers to ensure timely revisions of ETR's evidence-based curricula, preserving fidelity while addressing new findings and research developments (e.g., developed an additional lesson on the increased risk of multiple partners for the second edition of *Safer Choices*, based on recent research studies).

#### Spotlight on Smokeless (SOS) Tobacco Use Prevention Curriculum

- This prevention curriculum on smokeless tobacco for middle school was aligned to the skills in the National Health Education Standards, and later expanding into a high school version focused on education and cessation for primary dissemination in Texas.

#### Understanding Self-Identity LGBTQ Supplement for *Reducing the Risk*

- Developed in collaboration with the City of New York Department of Health and Mental Hygiene and Department of Education, this supplemental curriculum lesson was designed to address the inclusion of lesbian, gay, bisexual, transgender and questioning youth in classrooms implementing the *Reducing the Risk* evidence-based intervention, while maintaining fidelity to the program.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/9/2013

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

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

<b>PRODUCER</b> <b>Aver-Neuwald-Berryessa Insurance, LLC</b> <b>ANB Insurance Services</b> <b>931 Mission St</b> <b>Santa Cruz CA 95060</b>	<b>CONTACT NAME:</b> Tricia Barrett <b>PHONE (A/C No. Ext):</b> (831)423-4304 <b>E-MAIL ADDRESS:</b> tricia@anbins.com	<b>FAX (A/C, No):</b> (831)423-0120
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Education Training and Research Associates</b> <b>4 Carbonero Way</b> <b>Scotts Valley CA 95066</b>	<b>INSURER A</b> Alliance of Nonprofits for Ins.	
	<b>INSURER B</b> Republic Indemnity Co of	
	<b>INSURER C</b> AXIS Insurance Co.	
	<b>INSURER D</b> Travelers Property Cas Co	
	<b>INSURER E</b> :	
	<b>INSURER F</b> :	

**COVERAGES**                      **CERTIFICATE NUMBER:** 11/13-14 Master Cert                      **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	<b>GENERAL LIABILITY</b>	X		201301719	11/4/2013	11/4/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b>			201301719	11/4/2013	11/4/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE			201301719UMB	11/4/2013	11/4/2014	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	133392-17	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>E&amp;O</b>			MCN000126911301	7/22/2013	7/22/2014	Policy limit 5,000,000
D	<b>Crime/Employee Dishonesty</b>			6605742C517	11/4/2013	11/4/2014	Policy Limit 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Oakland Unified School District, its Board, officers and employees are named additional insured with respect to the General Liability per form CG2026/0704.

### CERTIFICATE HOLDER

### CANCELLATION

<b>Oakland Unified School District</b> <b>Attn: Risk Management</b> <b>900 High Street</b> <b>Oakland, CA 94601</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Tricia Barrett/TBARRE 