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## Board Cover Memorandum

**To** Board of Education

**From** Sondra Aguilera, Acting Superintendent  
Andrea Bustamante, Executive Director, Community Schools & Student Services

**Meeting Date** November 9, 2022

**Subject** Services Agreement with Community & Youth Outreach

**Ask of the Board**  Approve Services Agreement  
 Ratify Services Agreement

**Services** *Vendor will work in partnership with the site's leadership and Culture Keepers to support the school efforts to promote school safety and to improve conditions for student learning; provide up to 6 individuals to provide additional culture and safety support at schools determined by OUSD; ensure assigned staff are skilled in developing positive relationships with youth, use de-escalation skills when necessary, and monitor/support areas throughout the school and assist to ensure safety on and around our campuses for the period of March 1, 2023 through May 31, 2023 in an amount not to exceed \$90 000.00.*

**Term** Start Date: 03/01/2023 End Date: 05/31/2023

**Not-To-Exceed Amount** \$90,000

**Competitively Bid** Yes

**In-Kind** None

**Contributions**

**Funding Source(s)**

*S&C Carryover, Resource 0006*

**Background**

*The increase in violence in our city is reflected in our school sites and these services will help to strategically reduce the number of serious violent incidences in our campuses since our return from COVID19 shutdown.*

**Attachment(s)**

- Service Agreement with Community & Youth Outreach
- Request for Proposals (RFP) 22-125CSSS and Vendor Response

## SERVICES AGREEMENT 2022-2023

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

Community & Youth Outreach, OAKLAND, CA

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):

03/01/2023

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

- b. The work shall be completed no later than the below date (“End Date”):

05/31/2023

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. **Services.** VENDOR shall provide the services (“Services”) as described in #1A and #1B of **Exhibit A**, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.

3. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of

- students as determined by OUSD.
- b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).
4. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.
  5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
  6. **Confidentiality and Data Privacy.**
    - a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to

- be confidential or privileged.
- b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
    - (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E (available here).
    - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement ([available here](#)).
    - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
  - c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.
7. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, 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. 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 VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement

without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.

- a. The compensation under this Agreement shall not exceed:  
**\$90,000**

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

- b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
- c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.
- d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.

- e. **VENDOR** acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.
9. **Equipment and Materials.** **VENDOR** shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
  10. **Invoicing.** Invoices furnished by **VENDOR** under this Agreement must be in a form acceptable to OUSD.
    - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: **VENDOR** name, **VENDOR** address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
    - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform **VENDOR** of the missing items; **VENDOR** shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
    - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
    - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify **VENDOR** in writing and the new or modified requirements shall be mandatory upon receipt by **VENDOR** of such notice.
    - e. To the extent that **VENDOR** has described how the Services

may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.

- f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

**11. Termination and Suspension.**

- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
- b. Due to Unforeseen Emergency or Acts of God. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD

Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

- d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
- e. If OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend the Agreement, in which case VENDOR shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of suspension.

12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

#### **OUSD**

Name: Joshua R. Daniels  
 Site/Dept: Office of General Counsel  
 Address: 1000 Broadway, Suite 440  
 City, ST Zip: Oakland, CA 94607  
 Phone: 510-879-8535  
 Email: [ousdlegal@ousd.org](mailto:ousdlegal@ousd.org)

#### **VENDOR**

Name: Macheo Payne  
 Title: Officer (Executive)  
 Address: PO BOX 19500  
 City, ST Zip: OAKLAND, CA 94619  
 Phone: 510-452-3377

Email: drpayne@cyoinc.org

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

**13. Status.**

- a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees 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. VENDOR 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 VENDOR's employees.
- b. If VENDOR is a natural person, VENDOR verifies all of the following:
  - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
  - (ii) VENDOR's work is outside the usual course of OUSD's business; and
  - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR verifies all of the following:
  - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
  - (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
  - (iii) the contract between OUSD and VENDOR is in writing;
  - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
  - (v) VENDOR maintains a business location that is separate

- from the business or work location of OUSD;
- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the Services;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

**14. Qualifications and Training.**

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in 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, if VENDOR was selected, at least in part, on such representations and warrants.

**15. Certificates/Permits/Licenses/Registration.** VENDOR's employees

or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

**16. Insurance.**

- a. **Commercial General Liability Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. 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 VENDOR. The policy shall protect VENDOR 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.
- b. **Workers' Compensation Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR 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 (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

**17. Testing and Screening.**

- a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in **Exhibit A**, **VENDOR** is required to screen employees who will be working at OUSD sites for more than six hours. **VENDOR** agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, **VENDOR** agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, **VENDOR** shall obtain an x-ray of the lungs. **VENDOR**, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.
- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, for all **VENDOR** employees, subcontractors, volunteers, and agents providing the Services, **VENDOR** shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. **VENDOR** confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. **VENDOR** shall provide the results of the investigations and subsequent arrest notifications to OUSD.  
Waivers are not available for **VENDORS** whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.
- c. **VENDOR** shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services.
- d. **VENDOR** agrees to immediately remove or cause the removal of any employee, representative, agent, or person under **VENDOR**'s control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide **VENDOR** with a basis or explanation for the removal request.

**18. Incident/Accident/Mandated Reporting.**

- a. **VENDOR** shall notify OUSD, via email pursuant to Paragraph

12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of Services. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

- b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

**19. Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student's family member, staff, agents, representatives, officers,

consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.

- d. In addition to the requirements of subparagraph (c), VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
  - e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
20. **Assignment.** The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
21. **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, VENDOR 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, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR 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, sexual orientation, or other legally protected class.
22. **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, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

23. **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 subsequent act from constituting a violation of this Agreement.
24. **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.
25. **Conflict of Interest.**
  - a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
  - b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR'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.
  - c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.
26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered

transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

27. **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 described in Paragraph 8 (Compensation). 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.
  
28. **Indemnification.**
  - a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
  - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("VENDOR Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's

performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.

29. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
30. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
32. **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.
33. **Severability.** If any term, condition or provision of this Agreement is

held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
36. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a

signed W-9 form to OUSD.

39. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
  - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
  - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
  - a. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
41. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

**VENDOR**

Name: Macheo Payne

Signature:   
10/24/22

Position: Officer (Executive)

Date: Enter date of signature

*One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.*

**OUSD**

Name: Gary Yee

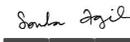
Signature: 

Position: President, Board of Education

Date: 11/10/2022

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Sondra Aguilera

Signature: 

Position: Acting Secretary, Board of Education

Date: 11/10/2022

**Template approved as to form by OUSD Office of the General Counsel.**

## EXHIBIT A

**1A. General Description of Services to be Provided:** *Provide a description of the service(s) VENDOR will provide.*

VENDOR will provide staff to be present on campuses determined by OUSD to provide a positive presence during passing periods and breaks to further feelings of safety among students and staff and support a violence and disruptive-free transition between passing periods. VENDOR will work in partnership with the site's leadership and Culture Keepers to support the school efforts to promote school safety and to improve conditions for student learning. VENDOR will provide up to 6 individuals to provide additional culture and safety support at schools determined by OUSD. VENDOR will ensure assigned staff are skilled in developing positive relationships with youth, use de-escalation skills when necessary, and monitor/support areas throughout the school and assist to ensure safety on and around our campuses. VENDOR will identify staff that will work daily at assigned sites from 8:00 - 4:00 and additional times as arranged between the District and VENDOR as needed.

**1B. Description of Services to be Provided During School Closure or Similar Event:** *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

- No, services would not be able to continue.
- Yes, services would be able to continue as described in 1A.
- Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.  
The vendor would provide services virtually.

**1C. Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR:*

- Hourly Rate: \$Click or tap here to enter text. per hour
- Daily Rate: \$Click or tap here to enter text. per day
- Weekly Rate: \$Click or tap here to enter text. per week
- Monthly Rate: \$18,000. per month
- Per Student Served Rate: \$Click or tap here to enter text. per student served
- Performance/Deliverable Payments: Describe the performance

and/or deliverable(s) as well as the associated rate(s) below:

Click or tap here to enter text.

2. **Specific Outcomes:** (A) *What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need?* (B) *Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..."* C. *If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*

The outcomes would be to improve culture and climate on campus evidence in reduction in suspensions and expulsions and calls to the Oakland Police Department.

3. **Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *Please select the appropriate option below:*

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

Click or tap here to enter text.

Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:

- Meeting announcement for meeting in which the SPSA modification was approved.
- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the SPSA modification was approved.

4. **Adapting Services for Students with Disabilities:** If VENDOR will provide direct services to students under this Agreement, describe the manner in which services will be accommodated, modified, or otherwise adapted to meet the unique needs of students with disabilities:

Click or tap here to enter text.

5. **Waivers:** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person ***or virtual***) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)

Corporal Punishment Insurance Coverage. (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with OUSD students.)

Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)

Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person ***or virtual***) with OUSD students.)



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

## **Request for Proposal (RFP) 22-125CSSS**

### **INCREASING POSITIVE CULTURE & CLIMATE FOR COMMUNITY SCHOOL STUDENT SERVICES**

\* Submit proposals and all questions/inquiries to:

**OAKLAND UNIFIED SCHOOL DISTRICT  
Attention: Procurement Department  
900 High Street, 2nd Floor  
OAKLAND, CA 94601**

email: [francisco.flores@ousd.org](mailto:francisco.flores@ousd.org)  
phone: (510) 879-2990

**Proposals Due:  
9/30/22 at 2:00PM**

THE TERMS AND CONDITIONS OF THIS CONTRACT ARE GOVERNED BY  
THE CALIFORNIA EDUCATION AND PUBLIC CONTRACT CODES.

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## **Submission Deadline & Process:**

Bids must be received prior to or on **September 30, 2022 at 2:00pm**

### **Provider to submit:**

- (1) Hardcopy Proposal
- (1) USB - Electronic RFP version

Proposal shall be clearly marked: **“Response to RFP No. 22-125CSSS”**  
Proposal shall be submitted to:

**OAKLAND UNIFIED SCHOOL DISTRICT  
INCREASING POSITIVE CULTURE & CLIMATE  
COMMUNITY SCHOOLS STUDENT SERVICES  
Attention: PROCUREMENT DEPARTMENT  
900 High Street  
OAKLAND, CA 94601**

Bids received later than the designated time and specified date will be returned to the proposer unopened. ***Facsimile (FAX) copies of the proposal will not be accepted.***

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any irregularity in the bidding process.

Copies of the RFP/Bid documents may be obtained from **Oakland Unified School District, Procurement Department’s website** <https://www.ousd.org/procurement>, if you have specific questions or concerns regarding RFP, you may contact us by email to: [procurement@ousd.org](mailto:procurement@ousd.org).

## RFP SCHEDULE OF EVENTS

The following schedule will be used by the District for this RFP.

DATE	ACTION
RFP Posting/First Advertisement:	September 2, 2022
Pre-Bid Conference:	September 20, 2022 @ 12:00 p.m. (Zoom link on <a href="#">Procurement Website</a> )
Deadline for Questions:	September 27, 2022 @ 2:00 p.m.
<b>Proposal/Bid Submitted to District:</b>	<b>September 30th @ 2:00 p.m.</b>
Proposal/Bid Opening:	October 4, 2022 @ 10:30 a.m. (Zoom link on <a href="#">Procurement Website</a> )
Potential Interviews (If Necessary):	October 5-7, 2022
Final Award of RFP (BOE):	October, 2022
Contract Start Date:	November, 2022

\*\*OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at [www.ousd.org/procurement](http://www.ousd.org/procurement).\*\*

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

***Rosaura M. Altamirano***  
*Senior Manager, Supply Chain & Logistics*  
[rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@ousd.org)

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.

Published: Sep 2, 2022

# **GENERAL INFORMATION AND SUBMITTAL INSTRUCTIONS**

## **GENERAL INFORMATION ABOUT THE OAKLAND UNIFIED SCHOOL DISTRICT**

The District is located in and is approximately coterminous with the City of Oakland, California, located on the east side of the San Francisco Bay, approximately 10 miles from San Francisco. The District's boundaries also include small portions of the neighboring cities of Emeryville and Alameda.

The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates eighteen (18) child development centers, forty-seven (47) elementary schools, eleven (11) middle schools, ten (10) high schools, four (4) K-8, four (4) K-12, six (6) alternative ed and other programs as well. The District serves approximately 36,886 students. We encourage you to visit our website (<http://www.ousd.org>) for more information about the District.

The District reserves the right to issue other contracts to meet its requirements. Contract award does not preclude the District from using any other service providers for the same contracted services as those secured through this RFP. An underlying principle of this RFP is best value. Best value is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

### **OBJECTIVES:**

OUSD seeks qualified vendors to further our school safety and culture goals. Specifically, OUSD seeks qualified vendors to:

- Enhance and support positive Culture & Climate at designated campuses
- Provide up to 2-3 employees per site who are skilled at relationship building, de-escalation and monitoring to enhance positive Culture & Climate
- Work collaboratively and in conjunction with the school site staff to ensure every student feels safe at school
- Provide additional district requested safety supports as assigned including support at board meetings, athletic events, or family / community outreach.

**SCOPE OF WORK:**

VENDOR will provide staff to be present on high school campuses determined by OUSD to support positive culture and climate. Staff will be expected to be skilled in implementing three (3) traits/characteristics: 1) Building positive relationships with students and staff. 2) Skilled in implementing de-escalation strategies. 3) Supervising and monitoring designated areas within the school site and adjacent areas outside of the school. These areas will be identified by the site lead. VENDOR will work in partnership with the site's leadership teams to promote school safety and to improve conditions for student learning. VENDOR will provide up to three (3) individuals per site to provide additional culture and safety support at schools determined by OUSD. VENDOR will ensure assigned staff are skilled in developing positive relationships with youth, use de-escalation skills when necessary, and monitor/support areas throughout the school and assist to ensure safety on and around our campuses. VENDOR will identify staff that will work daily at assigned sites from 8:00 a.m. - 4:00 p.m. and additional times as arranged between the District and VENDOR as needed. Vendor will be the primary supervisor of their staff. Site leads will also be the day to day supervisor of vendor's staff and expected to meet the expectations of the site staff on a day to day basis.

**SPECIFIC ACTIVITIES REQUIREMENT:**

- Staff must have relationship skills that foster positive relationships with students and staff
- Staff must demonstrate professional interaction skills necessary for community schools
- Staff must proactively engage with students and staff in creating positive experiences
- Staff must follow the the site's guidance and expectations in engaging with challenging situations

**TERM:**

This service will be for the remainder of the 2022-2023 school year. It will also include an option up to the 2024-2025 school year as long as funding is available and both OUSD and the Provider are in agreement.

**WHAT ARE THE OUTCOMES FROM PROVIDER SERVICES:**

The provider's services will help the identified school sites create a safe and nurturing school environment. The skill sets that the service provider employees bring will allow more students to have direct access to staff who will be able to help de-escalate and monitor areas and incidents that could possibly lead to more violent situations and need for law enforcement.

**WHY ARE PROVIDER SERVICES NEEDED:**

Our high schools have seen an increased amount of volatile incidents on campus since the return to in-person learning from that pandemic. These increased amounts of incidents have left our school sites challenged in prevention and intervention in these areas. Our sites are in need of more intentional staffing that focus on relationship building with students and families. The opportunity to bring on more staffing will allow sites to de-escalate situations and incidents that could create more unsafe situations for students and staff.

## RECEIPT OF PROPOSAL PACKAGES:

Sealed Proposal packages shall be delivered to the **Procurement Department** no later than **September 30, 2002 by 2:00 p.m.**

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Procurement Department, 900 High Street 2<sup>nd</sup> Floor Oakland, CA 94607 between the hours of 9:00am - 2:00pm.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered.

Contractors are required to send **one (1) original, (1) electronic copy on a USB flash drive**, of their proposals. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The District may negotiate the terms of the contract, including but not limited to pricing, with the selected Contractors prior to entering into a contract. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

### **Local Business Program**

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program ("Local Business Program"). The District encourages Local, Small and Small Local Resident Businesses to apply.

Contractors claiming preference as a **certified** Oakland Small Business must attach a copy of their certification letter to their bid. This RFP, and subsequent amendments and/or updates will be available at: <https://www.ousd.org/procurement>. **Contractors are responsible for checking this website for information and changes to this RFP.**

## PROPOSAL EVALUATIONS AND SCORING

This request is designed to select the Proposer that works best for the District. Proposals will be reviewed for content, completeness, experience, qualifications, price, means of providing service and ability to provide the best solution for the District. By responding to this request, proposer acknowledges that selection will be based on a comprehensive submission that meets or exceeds District requirements.

### The District reserves the right without limitation to:

- Reject any or all proposers and to waive any minor informalities or irregularities
- Interview one or more proposers
- Enter into negotiations with one or more proposers
- Execute an agreement with one or more proposers
- Enter into an agreement with another proposer in the event that the original selected proposer defaults or fails to execute an agreement with the district

### Best Value Scoring

A. Proposals may earn a maximum of 100 Best Value Points, as indicated in the table below.

<b>Best Value Points</b>	
<b>Value Category</b>	<b>Maximum Points</b>
1. Annual cost to the district	10
2. Scope of Services	30
3. Program Accountability, Program Plans and Results, Staffing, Experience and Performance	30
4. Ability to deliver/ References	30
<b>Total</b>	<b>100</b>

B. Each best value category shall be scored separately using the scoring guide below.

<b>Scoring Guide</b>					
	<b>QUALITY OF RESPONSE</b>	<b>STRENGTHS</b>	<b>WEAKNESSES</b>	<b>CONFIDENCE IN RESPONSE</b>	<b>POINTS</b>
<b>EXCEPTIONAL RESPONSE</b>	Addresses the requirements completely, exhibits outstanding knowledge, creativity, innovation or other justifying factors	Meets all Requirements - numerous strengths in key areas.	None	<b>VERY HIGH</b>	<b>100%</b>
<b>GOOD RESPONSE</b>	Addresses the requirements completely and some elements in an outstanding manner.	Meets all requirements - some strengths in key areas	Minor; not in key areas	<b>HIGH</b>	<b>75%</b>
<b>ADEQUATE RESPONSE</b>	Addresses most elements of the requirements.	Meets most requirements – some strengths provided	Moderate: does not outweigh strengths	<b>ADEQUATE</b>	<b>50%</b>
<b>MARGINAL RESPONSE</b>	Meets some of the requirements	Meets some requirements with some strengths.	Exist in key areas; outweighs strengths	<b>LOW</b>	<b>25%</b>
<b>INADEQUATE RESPONSE</b>	Meets a few to none of the RFP requirements.	Few or no clear strengths.	Significant and numerous	<b>NONE</b>	<b>0%</b>

## **Criteria for Best Value Scoring and Submission Instructions**

### **All Four (4) Value Categories**

The following criteria will be considered and kept in mind when allocating points in each of the four Value Categories:

**RFP responses demonstrate a clear understanding of and alignment with the District's objectives.**

**In your response to this RFP, please be sure to label each Value Category and carefully respond to each of the below requirements.**

### **Value Category 1: Annual cost to the district (10 Points)**

Describe the daily rate to support one school with 2-3 employees for 8 hours per school day. Include a breakdown of costs by employee per month or week(s).

### **Value Category 2: Scope of Services (30 Points)**

The District seeks vendors to provide the following services. Indicate which service your agency is applying to provide:

Please indicate whether you are applying for Service A and/or Service B.

#### **Service A**

Provide on campus support for positive culture and climate, including:

- 1) Building positive relationships with students and staff.
- 2) Skilled in implementing de-escalation strategies.
- 3) Supervising and monitoring designated areas within the school site and adjacent areas outside of the school.

#### **Service B**

Provide district and community support for safety and positive culture, including:

- 1) Monitoring and facilitating safe and positive community settings, including board meetings, athletic events, and other settings as identified by OUSD.
- 2) Skilled in implementing de-escalation strategies.
- 3) Supervising and monitoring designated areas within the school community and adjacent areas outside of the school in the broader community.

For the service area selected, briefly describe how you will train and supervise your employees to meet the objectives and scope of work identified in Category 2. The response should include a focus on enhancing culture & climate within or around OUSD schools.

**Value Category 3: Program Accountability, Program Plans and Results, Staffing, Experience and Performance (30 Points)**

Briefly describe your organization's experience working in Oakland schools or communities. Describe experience working with youth and families.

**Value Category 4: Ability to deliver proposed solution and Reference (30 Points)**

Provide references that can attest to your ability to implement the requested services. For each reference included describe the services provided.

**SAMPLE OUSD SERVICE CONTRACT (DO NOT ADJUST TO CHANGE)**

**SERVICES AGREEMENT 2022-2023**

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

The parties hereby agree as follows:

**1. Term.**

a. This Agreement shall start on the below date (“Start Date”): If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the Parties signed this Agreement.

b. The work shall be completed no later than the below date (“End Date”): If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

**2. Services.**

VENDOR shall provide the services (“Services”) as described in #1A and #1B of Exhibit A, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of Exhibit A whether and how its services would be able to continue.

**3. Alignment and Evaluation.**

a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.

b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD’s evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR’s employees, and each of VENDOR’s subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR’s employee(s), and VENDOR’s subcontractor(s).

**4. Inspection and Approval.**

VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by Vendor must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.

**5. Data and Information Requests.**

VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

**6. Confidentiality and Data Privacy.**

a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.

b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.

(i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E (available here).

(ii) If VENDOR is not a software vendor, it agrees to access or receive

identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement (available here).

(iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.

c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.

## **7. Copyright/Trademark/Patent/Ownership.**

VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, 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. 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 VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

## **8. Compensation.**

OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in Exhibit A.

a. The compensation under this Agreement shall not exceed:

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in Exhibit A.

c. Payment for Services shall be made for all undisputed amounts no

more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.

d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.

e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the Parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

9. Equipment and Materials. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.

10. Invoicing. Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.

a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).

b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.

c. Invoices must be submitted monthly, and within 30 days of the conclusion of the applicable billing period, unless otherwise agreed. OUSD reserves the

right to refuse to pay untimely invoices.

d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.

e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.

f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

## **11. Termination.**

a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.

b. Due to COVID-19. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.

c. For Cause. Either Party may terminate this Agreement by giving written notice of its intention to terminate for cause to the other Party. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either Party is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its

insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

## **12. Legal Notices.**

All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other Party at the address set forth below.

### **OUSD**

Name: Joshua R. Daniels  
Site/Dept: Office of General Counsel  
Address: 1000 Broadway, Suite 300  
City, ST Zip: Oakland, CA 94607  
Phone: 510-879-8535  
Email: [ousdlegal@ousd.org](mailto:ousdlegal@ousd.org)

### **VENDOR**

Name:  
Title:  
Address:  
City, ST Zip:  
Phone:  
Email:

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either Party must give written notice of a change of mailing address or email.

**13. Status.**

a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees 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. VENDOR 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 VENDOR's employees.

b. If VENDOR is a natural person, VENDOR verifies all of the following:

(i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;

(ii) VENDOR's work is outside the usual course of OUSD's business; and

(iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.

c. If VENDOR is a business entity, VENDOR verifies all of the following:

(i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;

(ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;

(iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;

(v) VENDOR maintains a business location that is separate from the business or work location of OUSD;

(vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;

(vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;

(viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;

(ix) VENDOR provides its own tools, vehicles, and equipment to perform the services;

- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractors State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

**14. Qualifications and Training.**

a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.

b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in 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, if VENDOR was selected, at least in part, on such representations and warrants.

**15. Certificates/Permits/Licenses/Registration.**

VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

**16. Insurance.**

a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in Exhibit A, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. 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 VENDOR. The

policy shall protect VENDOR 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.

b. Workers' Compensation Insurance. Unless specifically waived by OUSD as noted in Exhibit A, VENDOR 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 (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

**17. Testing and Screening.**

a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in Exhibit A, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in Exhibit A, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services.

d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

**18. Incident/Accident/Mandated Reporting.**

a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

**19. Coronavirus/COVID-19.**

a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.

b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.

c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.

d. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and

vaccination requirements.

e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.

**20. Assignment.**

The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

**21. 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, VENDOR 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, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR 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, sexual orientation, or other legally protected class.

**22. 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, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

**23. 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 subsequent act from constituting a violation of this Agreement.

**24. 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.

**25. Conflict of Interest.**

a. VENDOR shall abide by and be subject to all applicable

regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR'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.

c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

**26. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

**27. 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 described in Paragraph 8 (Compensation). 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.

**28. Indemnification.**

a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD

Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR’s performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“VENDOR Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.

**29. Audit.**

VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR’S normal business hours, unless VENDOR otherwise consents.

**30. Litigation.**

This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California’s principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

**31. Incorporation of Recitals and Exhibits.**

Any recitals and exhibits attached to this Agreement are incorporated herein by

reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.

**32. 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.

**33. Severability.**

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**34. Provisions Required By Law Deemed Inserted.**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

**35. Captions and Interpretations.**

Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

**36. Calculation of Time.**

For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.

**37. Counterparts and Electronic Signature.**

This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either Party and,

notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing Party and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each Party waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

**38. W-9 Form.**

If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.

**39. Agreement Publicly Posted.**

This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

**40. Signature Authority.**

a. Each Party has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.

c. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

**41. Contract Contingent on Governing Board Approval.**

OUSD shall not be bound by the terms of this Agreement unless and until it has been (i)

formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

**REST OF PAGE IS INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Parties hereto agree and execute this Agreement and to be bound by its terms and conditions:

**VENDOR**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

*One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the Parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.*

**OUSD**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

- Board President
- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell \_\_\_\_\_

Signature: \_\_\_\_\_

Position: Secretary, Board of Education \_\_\_\_\_

Date: \_\_\_\_\_

*Template approved as to form by OUSD Office of the General Counsel.*

## **SAMPLE CONTRACT - EXHIBIT**

**1A. General Description of Services to be Provided:** *Provide a description of the service(s) VENDOR will provide.*

**1B. Description of Services to be Provided During School Closure or Similar Event:** *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

- No, services would not be able to continue.
- Yes, services would be able to continue as described in 1A.
- Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

**1C. Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR:*

- Hourly Rate:
- Daily Rate:
- Weekly Rate:
- Monthly Rate:
- Per Student Served Rate:
- Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:

**2. Specific Outcomes:** *(A) What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need? (B) Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..." C. If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*

**3. Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *Please select the appropriate option below:*

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

Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:

- Meeting announcement for meeting in which the SPSA modification was approved.

- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.

- Sign-in sheet for meeting in which the SPSA modification was approved.

**4. Waivers:** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person *or virtual*) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)

Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)

Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person *or virtual*) with OUSD students.)

**END OF SAMPLE CONTRACT**

## **Proposer/ Vendor Forms Checklist to Complete**

Exhibit A	Standard Form Response
Exhibit B	Reference Worksheet (3 minimum)
Exhibit C	Proposal Price Form
Exhibit D	Terms and Conditions
Exhibit E	Certification regarding Debarment, suspension, ineligibility
Exhibit F	Insurance
Exhibit G	Worker's Compensation Certificate
Exhibit H	Fingerprinting Certificate
Exhibit I	Non- Collusion Declaration
Exhibit J	Piggyback Clause
Exhibit K	Authorized vendor Signature
Exhibit L	Data Request- OUSD Data Privacy

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary. See Sections A, B and C below.

**Exhibit A**

**Standard Form Response:**

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

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2. Tel: \_\_\_\_\_ Website: \_\_\_\_\_ Email: \_\_\_\_\_

3. Is the Company a Certified Oakland Small Business? Yes No

4. Type of Company: (check one)

Individual Partnership Corporation

5. Names and titles of all principals/officers/partners of the company:

6. Point of Contact if Contract is Awarded:

**Exhibit B**

**References:**

To be completed by references:

**Reference 1:**

Customer Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Services Provided: \_\_\_\_\_

How satisfied were you with the services provided?

Excellent      Good      Average      Unsatisfactory

Was the work completed on time and within contract not to exceed the amount? Did the work product demonstrate responsiveness, knowledge and high degree of accuracy?

\_\_\_\_\_

**Reference 2:**

Customer Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Services Provided: \_\_\_\_\_

How satisfied were you with the services provided?

Excellent      Good      Average      Unsatisfactory

Was the project completed on time and within budget?

\_\_\_\_\_

**Reference 3:**

Customer Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Services Provided: \_\_\_\_\_

How satisfied were you with the services provided?

Excellent      Good      Average      Unsatisfactory

Was the project completed on time and within budget?

\_\_\_\_\_

**Exhibit C  
Proposal Price Form**

Service Description:

Annual Pricing:

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Total Annual Amount of Proposal:

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Additional Fees or Special Request Costs:

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Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit D**

### **Terms and Conditions**

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder 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, Bidder agrees to require like compliance by all its subcontractors. Bidder 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.
2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. Bidder Agreement – In compliance with this RFP, the bidder will propose

and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this

MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District 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.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing

and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT E**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither \_\_\_\_\_ nor [Name of Bidder] its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the \_\_\_\_\_ day of \_\_\_\_\_ [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the \_\_\_\_\_ day of \_\_\_\_\_ [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

## **EXHIBIT F INSURANCE**

All Bidders must submit with its proposal evidence that the Bidder can meet the following insurance requirements:

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.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars (\$5,000,000) 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.

**EXHIBIT G**  
**WORKERS COMPENSATION CERTIFICATE**

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am 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 the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor Name \_\_\_\_\_  
By \_\_\_\_\_

Signature of Authorized Signer \_\_\_\_\_  
Title of Signor \_\_\_\_\_  
By \_\_\_\_\_

Signature of Authorized Signor \_\_\_\_\_  
Title of Signor \_\_\_\_\_

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

**EXHIBIT H**

**FINGERPRINTING CERTIFICATION**

To the Governing Board of Oakland Unified School District

I \_\_\_\_\_, acknowledge and certify as follows: (Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_, California, on \_\_\_\_/\_\_\_\_/\_\_\_\_/

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

## NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS

### CHECK (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally

uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**EXHIBIT I**

**NON-COLLUSION DECLARATION**

I, \_\_\_\_\_, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Printed Name of Authorized Company Representative

\_\_\_\_\_  
Signature of Authorized Company Representative

## EXHIBIT J

### PIGGYBACK CLAUSE

The Oakland Unified School (District) hereby declares its intent and authorization to make this contract awarded under this Invitation for Proposal "piggybackable" by other education agencies in the state pursuant to Public Contract Code Sections § 20118 and § 20652.

School Districts participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary, and shall hold the Oakland Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

**Acceptance or rejection of this clause will not affect the outcome of this bid.**

By signing below, Vendor agrees to allow other agencies (including public, private and charter schools districts) to purchase equipment and services using the same terms and conditions.

Option Granted                     YES

Option Granted                     NO

**EXHIBIT K**

**Authorized Vendor Signature**

**Prime Point of Contact**

**Proposal Submitted by:**

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

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Date	Signature/Title	Type or Print Name
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Name of Company	Address	City and State
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Area Code	Telephone #	Fax #
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Federal Tax ID Number

## EXHIBIT L

### **Data Request - OUSD Data Privacy and Management Agreement**

To submit a qualified proposal for RFP Bid No. \_\_\_\_\_, \_\_\_\_\_ (“Bidder”) requests the specific OUSD records or data listed in Attachment A.

**TRANSFER OF DATA:** OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

**PERIOD OF AGREEMENT:** This Agreement shall be effective when signed by both parties, and will terminate on 6/30/23 unless terminated earlier by OUSD.

#### **Bidder agrees to the following confidentiality statements:**

- A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
- B. Bidder designates \_\_\_\_\_ (name of bidder’s officer), \_\_\_\_\_ (title of bidder’s designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.
- C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
- D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.
- E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
- F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment

without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.

I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.

J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.

K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.

L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.

M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

## **LIABILITY**

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

**TERMINATION**

- A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14days advance written notice to the Bidder, for any reason or no reason.
- B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.
- C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.
- D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder’s proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder’s proposal.
- E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

**GENERAL UNDERSTANDING**

- A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
- B. This Agreement shall be governed by and construed under the laws of the State of California.
- C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

**Proposer:**

\_\_\_\_\_  
Name of Proposer’s Signee

Date: \_\_\_\_\_

\_\_\_\_\_  
Title of Proposer’s Signee

**Community & Youth Outreach**  
**“Response to RFP No. 22-125CSSS”**

**Value Category 1: Annual cost to the district (10 Points) Describe the daily rate to support one school with 2-3 employees for 8 hours per school day. Include a breakdown of costs by employee.**

CYO has been supporting both McClymonds and Tech since the beginning of January 2022. Since then, the teams have made a significant, noticeable impact at both schools. The 6 staff currently at both schools have quickly become considered part of the school staff and trusted adults that students respond to. The current \$90k contract is anticipated to expire at the end of February. CYO requests an additional \$90k to fund February - May..

CYO proposes to adjust the contracted rate and costs and staffing pattern for the credible messenger staffing. CYO will provide 2 staff each at McClymonds & Tech for a total of 4 staff. They will work from 8am - 4pm, Monday - Friday and their hourly pay rate is \$20-\$25 hr. (no benefits except paid Federal Holidays). CYO will partner with the principals of Tech & McClymonds to hire, assign, and manage the CM's.

**Value Category 2: Scope of Services (30 Points) The District seeks vendors to provide the following services. Indicate which service your agency is applying to provide: Please indicate whether you are applying for Service A and/or Service B.**

CYO is applying for service A:

*“Service A Provide on campus support for positive culture and climate, including: 1) Building positive relationships with students and staff. 2) Skilled in implementing de-escalation strategies. 3) Supervising and monitoring designated areas within the school site and adjacent areas outside of the school.”*

Below is an outline of the tasks & duties the credible messengers perform daily.

Oakland Tech & McClymonds Credible Messenger Roles and Responsibilities 2022-2023 *This document outlines the roles and responsibilities of Credible Messengers at Oakland Tech and McClymonds High School. Credible Messengers (CM's) are Student Support Consultants working through Community & Youth Outreach Inc. (<https://www.cyoinc.org/>) for the Fall of 2022.*

*The goal of CM's is to support scholars and the school community by:*

- *Contributing to a safe and welcoming school community;*
- *Providing scholars with the behavioral and social-emotional supports they need to be successful contributors to their community.*

**General Responsibilities:**

- Ensure a safe school environment at all times
- Build positive relationships with scholars at all times; particularly if scholars are observed out of class during instructional time
- Be a warm demander with a positive demeanor
- Support scholars to make positive choices on campus
- Collaborate with Oakland Tech staff and leadership in support of school wide behavior and academic expectations

**Duties:**

- Provide supervision support on campus before/after school, during lunch time, and during passing periods between class
- Monitor designated areas throughout campus to ensure a safe and welcoming environment for all
- Direct scholars to class/to campus during passing periods and during instructional time if they are not in class
- Do outreach into the community to find and welcome students back to campus
  - Support with interventions with APs, SSS, CK, and COST/SST team

**Value Category 3: Program Accountability, Program Plans and Results, Staffing, Experience and Performance (30 Points) Briefly describe your organization's experience working in Oakland schools or communities. Describe experience working with youth and families.**

CYO Executive Director, Dr. Macheo K Payne is coordinating the 4 CM's and checking in with them daily as well as weekly contact with school admin. The proposed staffing is to hire staff that are familiar with the school and community and deepen the work being done at each site. Dr. Payne has operated the Oakland Freedom Schools literacy summer programs at OUSD school sites in partnership with OUSD since 1997. Dr. Payne has extensive experience as a therapist and mental health professional, supporting dozens of school sites, providing professional development to OUSD admin leaders, principals and school site staff at dozens of schools including Frick, West Oakland Middle, McClymonds, Bret Harte, & Lafayette. CYO has provided violence reduction support in OUSD since 2007 focusing on gang intervention and violence reduction case management and coaching. CYO has extensive reputation and track

record providing critical life coaching and case management support to reentry youth and adults. This is what makes CYO uniquely positioned to source, train and elevate credible messenger work in OUSD.

**Value Category 4: Ability to deliver proposed solution and Reference (30 Points) Provide references that can attest to your ability to implement the requested services. For each reference included describe the services provided.**

Dublin Unified School District  
Joy M.Young, M.A., PPSC  
Mental Health and Wellness Coordinator  
7471 Larkdale Avenue  
Dublin, CA 94568  
(925) 922-5055 cell  
[maglalangyoungjoy@dublinusd.org](mailto:maglalangyoungjoy@dublinusd.org)

Currently providing Healthy Wealthy Wise therapeutic group and credible messenger support at 2 schools this semester.

Jessica K. Fort  
Superintendent Camp Sweeney  
Alameda County Probation Department  
2600 Fairmont Drive  
San Leandro, CA94578  
(510) 504-1258 cell  
[jfort@acgov.org](mailto:jfort@acgov.org)

Currently providing credible messenger & mentoring support in JJC this year.

Martel Price  
Principal  
Oakland Technical High School  
4351 Broadway Ave. Oakland, CA 94611  
510-450-5400  
[martel.price@ousd.org](mailto:martel.price@ousd.org)  
[kenneth.purser@ousd.org](mailto:kenneth.purser@ousd.org)

Currently providing credible messenger support on campus fulltime.

## **Proposer/ Vendor Forms Checklist to Complete**

- Exhibit A Standard Form Response
- Exhibit B Reference Worksheet (3 minimum)
- Exhibit C Proposal Price Form
- Exhibit D Terms and Conditions
- Exhibit E Certification regarding Debarment, suspension, ineligibility
- Exhibit F Insurance
- Exhibit G Worker's Compensation Certificate
- Exhibit H Fingerprinting Certificate
- Exhibit I Non- Collusion Declaration
- Exhibit J Piggyback Clause
- Exhibit K Authorized vendor Signature
- Exhibit L Data Request- OUSD Data Privacy

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary. See Sections A, B and C below.

Exhibit A

Standard Form Response:

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

Community & Youth Outreach  
401 Roland Way Oakland, CA

2. Tel: 510-978-1189 Website: \_\_\_\_\_ Email: drpayne@cyoinc.org

3. Is the Company a Certified Oakland Small Business?  Yes  No

4. Type of Company: (check one)

Individual

Partnership

Corporation

5. Names and titles of all principals/officers/partners of the company: N/A

6. Point of Contact if Contract is Awarded:

Macheo Payne 510-978-1189

**Exhibit B**

**References:**

To be completed by references:

**Reference 1:**

Customer Name: Dublin Unified School District  
Contact Name: Joy M. Young  
Title: Mental Health & Wellness Coordinator  
Address: 7471 Larkdale Avenue Dublin, CA 94568  
Phone Number: (925) 922-5055  
Email: maglalangyoungjoy@dublinusd.org  
Services Provided: Youth CRT Wellness Sessions & case management

How satisfied were you with the services provided?

Excellent     Good     Average     Unsatisfactory

Was the work completed on time and within contract not to exceed the amount? Did the work product demonstrate responsiveness, knowledge and high degree of accuracy?

---

**Reference 2:**

Customer Name: Alameda County Probation Dept.  
Contact Name: Jessica K. Fort  
Title: Superintendent Camp Sweeney  
Address: 2600 Fairmont Drive San Leandro, CA 94578  
Phone Number: (510) 667-3435  
Email: jfort@acgov.org

Services Provided: \_\_\_\_\_

How satisfied were you with the services provided?

Excellent      Good      Average      Unsatisfactory

Was the project completed on time and within budget?

\_\_\_\_\_

**Reference 3:**

Customer Name: Oakland Tech

Contact Name: Martel Price

Title: Principal

Address: \_\_\_\_\_

Phone Number: 510-435-1114

Email: martel.price@ousd.org

Services Provided: credible messaging & support

How satisfied were you with the services provided?

Excellent      Good      Average      Unsatisfactory

Was the project completed on time and within budget?

Yes

\_\_\_\_\_

**Exhibit C  
Proposal Price Form**

Service Description:

Annual Pricing:

4 Credible messengers  
for safety & wellness  
for 2022-2023

school year (includes  
18K indirect)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
90,000

Total Annual Amount of Proposal:

90,000

Additional Fees or Special Request Costs:

\_\_\_\_\_

Signature:

Macheo Payne

Print Name:

Dr. Macheo K Payne

Title:

Executive Director

Company Name:

Community & Youth Outreach Inc.

Print Name:

Macheo K Payne

Date:

9/22/22

**Exhibit D**  
**Terms and Conditions**

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder 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, Bidder agrees to require like compliance by all its subcontractors. Bidder 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.
2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.
3. Bidder Agreement – In compliance with this RFP, the bidder will propose

and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this

MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District 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.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing

and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

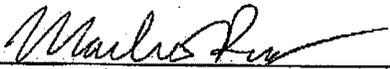
19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature:

  
\_\_\_\_\_

Date:

9/22/22  
\_\_\_\_\_

EXHIBIT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither Community Youth Outreach nor [Name of Bidder] its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the 9/22/22 day of \_\_\_\_\_ [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By Machos Payne

(Signature)

Machos Payne

Typed or Printed Name

Executive Director

Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the 9/22/22 day of C [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By Machos Payne

(Signature)

Machos Payne

Typed or Printed Name

Executive Director

Title

**EXHIBIT F**  
**INSURANCE**

All Bidders must submit with its proposal evidence that the Bidder can meet the following insurance requirements:

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.

ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars (\$5,000,000) 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.

**EXHIBIT G**  
**WORKERS COMPENSATION CERTIFICATE**

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am 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 the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor Name Community & Youth Outreach  
By \_\_\_\_\_

Signature of Authorized Signer *Macluskey*  
Title of Signor Executive Director  
By \_\_\_\_\_

Signature of Authorized Signor \_\_\_\_\_  
Title of Signor \_\_\_\_\_

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

EXHIBIT H

FINGERPRINTING CERTIFICATION

To the Governing Board of Oakland Unified School District

Community Youth Outreach, acknowledge and certify as follows: (Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_, California, on 9/22/22 1 1

Maheu Payne

Typed or Printed Name

401 Rolandway Oakland

Address

Executive Director

Title

510-978-1189

Telephone Number

  
Signature

## NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS

### CHECK (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally

uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

EXHIBIT I

NON-COLLUSION DECLARATION

I, Community & Youth Outreach, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

9/22/22  
Date

Community & Youth Outreach  
Name of Vendor

Dr. Mackeo K Payne  
Printed Name of Authorized Company Representative

  
Signature of Authorized Company Representative

**EXHIBIT J**

**PIGGYBACK CLAUSE**

The Oakland Unified School (District) hereby declares its intent and authorization to make this contract awarded under this Invitation for Proposal "piggybackable" by other education agencies in the state pursuant to Public Contract Code Sections § 20118 and § 20652.

School Districts participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary, and shall hold the Oakland Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

**Acceptance or rejection of this clause will not affect the outcome of this bid.**

By signing below, Vendor agrees to allow other agencies (including public, private and charter schools districts) to purchase equipment and services using the same terms and conditions.

Option Granted             YES

Option Granted             NO



## EXHIBIT L

### Data Request - OUSD Data Privacy and Management Agreement

To submit a qualified proposal for RFP Bid No. \_\_\_\_\_,  
Community & Youth Outreach ("Bidder") requests the specific OUSD records or data listed in Attachment A.

**TRANSFER OF DATA:** OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

**PERIOD OF AGREEMENT:** This Agreement shall be effective when signed by both parties, and will terminate on 6/30/23 unless terminated earlier by OUSD.

#### **Bidder agrees to the following confidentiality statements:**

- A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
- B. Bidder designates Community & Youth Outreach (name of bidder's officer), Executive Director (title of bidder's designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.
- C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
- D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.
- E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
- F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment

without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.

I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.

J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.

K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.

L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.

M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

## **LIABILITY**

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

**TERMINATION**

- A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14days advance written notice to the Bidder, for any reason or no reason.
- B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.
- C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.
- D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder's proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder's proposal.
- E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

**GENERAL UNDERSTANDING**

- A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
- B. This Agreement shall be governed by and construed under the laws of the State of California.
- C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

**Proposer:**

  
\_\_\_\_\_  
Name of Proposer's Signee

Date: 9/22/22

*Executive Director*  
\_\_\_\_\_  
Title of Proposer's Signee



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/15/2021

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 have ADDITIONAL INSURED provisions or 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>Business Professional Insurance Associates</b> <b>1519 South B Street</b> <b>San Mateo, CA 94402</b>	<b>CONTACT NAME:</b> Eileen Gin <b>PHONE (A/C, No, Ext):</b> (650)341-4484 <b>E-MAIL ADDRESS:</b> egin@bpia.net	<b>FAX (A/C, No):</b> (650)341-4465	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> <b>Community &amp; Youth Outreach Inc</b> <b>PO Box 19500</b> <b>Oakland, CA 94619</b>	<b>INSURER A :</b> NonProfits' Ins. Alliance ofCA		<b>01184</b>
	<b>INSURER B :</b> Nonprofits Insurance Alliance of CA		<b>01184</b>
	<b>INSURER C :</b> SCIF		<b>35076</b>
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES**

CERTIFICATE NUMBER: 00003541-306820

REVISION NUMBER: 4

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 OTHER:	Y		2021-30520	09/16/2021	09/16/2022	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>20,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2021-30520	09/16/2021	09/16/2022	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>None</b>			2021-30520-UMB	09/16/2021	09/16/2022	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b>
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9158885-21	07/02/2021	07/02/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	<b>Social Services</b> <b>Prof. Liability</b>			2021-30520	09/16/2021	09/16/2022	<b>Occurenc</b> <b>1,000,000</b> <b>Aggregate</b> <b>2,000,000</b>

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

Oakland Unified School District Risk Management and its Board of Directors, officers, directors, employees, and volunteers are additional insured with respect to general liability arising out of the insured's operations as per written contract. CG206 Blanket additional insured applies.

**CERTIFICATE HOLDER****CANCELLATION**

<b>Oakland Unified School District</b> <b>Attn: Risk Management</b> <b>1000 Broadway Suite 450</b> <b>Oakland, CA 94607</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.  AUTHORIZED REPRESENTATIVE  (ERG)
--	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



July 14, 2022

To whom it may concern:

This letter acknowledges Oakland Unified School District requirements for Community & Youth Outreach Inc. as a Vendor. Listed below are our organization's responsibilities.

Community & Youth Outreach Inc will be responsible for the Fingerprinting and TB Testing of our employees working at any OUSD sites.

Community & Youth Outreach Inc will ensure ATI numbers of people working at OUSD sites will accompany each Invoice for proper submission for review and approval of OUSD for payment.

Community & Youth Outreach Inc will affirm that each of the listed employees has been tested for Tuberculosis, and the results are negative

Community & Youth Outreach Inc will make all TB Test Results available to OUSD upon demand.

Sincerely,

Tiffini Elise Jones  
Deputy Director



COMMUNITY & YOUTH  
— OUTREACH —

**Community & Youth Outreach (CYO)** helps save lives and empower the most vulnerable members of our community. Our team is on the front lines actively working to prevent violence and help community members connect to the resources and support services they need to thrive. CYO provides street outreach, mentoring, case management, and support to high risk youth and young adults throughout Oakland.

EMPOWERING  
LIVES IN OUR COMMUNITY



COMMUNITY & YOUTH  
OUTREACH

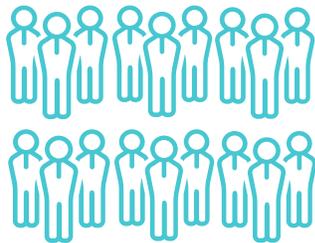
INTENSIVE YOUTH

# LIFECOACHING CASE MANAGEMENT

2019-2020

Number of Youth Life-Coaching  
Clients Served By CYO 2019 - 2020

81



HIGH RISK  
CLIENTS

## Profile of High-Risk Clients When Began Services with CYO

16yrs Average Age

85% Unemployed

82% Gang Affiliated

55% Previously Shot

95% Highly Justice  
Involved

58% Did not Complete  
High School



## Statistics

140 Clients Served Since 2016



1488 Total Case Hours Since 2019

26 Clients Successfully Completed  
Program/Court Mandate  
Completion Served Since 2019

## Recidivism

10%

11 Clients have been arrested  
for charges that have not been  
dropped. Only one of those  
arrest was for a shooting.

★ The California recidivism rate for this  
population is above 60%

## Victimization

4 Clients were victims of gun violence;  
tragically one of them died from their injuries

★ This population was assessed by Oakland Police  
Department as being very high-risk of being  
involved in gun violence within the year.

## Educational Advancement

39 Clients have enrolled in  
culturally relevant CBT classes.

3 Clients were assisted by CYO with  
enrollment into Community College

5 Clients were assisted by CYO with  
earning their GED



## ECONOMIC COST OF VIOLENCE

COST PER HOMICIDE TO GOVERNMENT:

\$300,000 City of Oakland Cost

\$600,000 Alameda County Cost

\$1,200,000 State of California Cost



EACH HOMICIDE COST

\$2.1M

CYO Life-Coaching could  
be Responsible For Over

\$100M SAVINGS  
SINCE 2018



## Intensive Life Coaching Program

CYO helps save lives and develop youth. On the frontlines to prevent violence and support disadvantaged people to thrive, CYO provides outreach, mentoring, case management, and support to high-risk youth and young adults in Oakland. We believe that once you establish a trusting and caring relationship, even with the very highest risk young people, you can help them overcome challenges and provide them with opportunities to succeed.

CYO's Intensive Life Coaching program serves youth and young adults who are formerly incarcerated and at very high risk of being involved in gun violence. The Intensive Life Coaching model is **Relationship, Influence, Better Decisions, and Improved Outcomes**. Life Coaches who share similar experiences as clients, also known as Credible Messengers, establish trusting relationships with them; provide regular, meaningful contact and support; and utilize tools to influence better, safer, and healthier decisions. As clients make better decisions, they achieve improved outcomes, including educational and employment accomplishment and a reduction in violence and system-involvement.

CYO's three-part Theory of Change is: Relationships – Mentality Shift – Services, Support and Opportunities. Since many young people at high risk for violence are resistant to service delivery, CYO focuses first and foremost on gaining clients' trust. Life Coaches serve as credible messengers due to their backgrounds and gain trust through meaningful, frequent contact. They use motivational interviewing and Cognitive Behavioral Therapy (CBT) to shift negative thinking, improve decision-making, and increase motivation. Clients are eligible to participate in Healthy, Wealthy, and Wise (HWW), a 14-week culturally relevant, trauma informed CBT program exploring decision making, purpose and identity, overcoming trauma, and life skills.

Life Coaches develop detailed Life Plans with clients and families that identify needs and strengths and guide connections to services, supports, and opportunities. Life Plans outline participant-centered goals related to education, employment, housing, and other areas, such as mental health and substance abuse treatment. Coaches link clients to services, personally connecting them to programs they know and trust.

To promote engagement, clients receive financial incentives for achieving milestones such as maintaining contact with their Life Coach. Financial incentives are critical tools to engage hard to reach clients and have proven to be effective in violence reduction programs. Coaches also provide consistent feedback and hold clients accountable to help them meet goals and sustain positive change.

Life Coaches serve 10-15 clients for 12-18 months, making daily contact with clients and meeting in-person at least 2-3 times per week. CYO prioritizes safety and provides conflict mediation and relocation as needed to keep clients safe and help them become successful.



# Healthy, Wealthy & Wise

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Cognitive Behavioral Therapy and  
Transformative Credible Messenger  
Mentoring to Reduce Violence and  
Justice System Involvement



NICJR   
National Institute for  
Criminal Justice Reform

By David Muhammad and Cait Ahearn | March 2020

# Healthy, Wealthy & Wise

## *Cognitive Behavioral Therapy and Transformative Credible Messenger Mentoring to Reduce Violence and Justice System Involvement*

Healthy, Wealthy & Wise (HWW) is a culturally relevant, trauma-informed cognitive behavioral therapy (CBT) program specifically developed to reach very high-risk youth and young adults. HWW serves 15 to 25 youth per cohort with facilitated group CBT sessions held weekly over a 14 to 16-week period. The program also includes a companion evidence-based CBT journal and connects participants to a Life Coach or mentor. Following program completion, participants continue to receive consistent Life Coaching and case management services for a period of up to 18 months.

HWW is a program of Community & Youth Outreach (CYO), a community-based nonprofit organization in Oakland, CA, serving youth and young adults at the very highest risk of being involved in gun violence. CYO serves approximately 150 young people each year, nearly all of whom have involvement in the criminal justice system and most of whom have been assessed by the City of Oakland as very high-risk for gun violence. Leadership of the National Institute for Criminal Justice Reform (NICJR) developed the HWW program, in collaboration with CYO staff members. This paper explores HWW and the background and impact of similar Transformative Mentoring programs across the U.S.

As discussed in more detail in the report, variations of Transformative Mentoring programs have grown from their origins in Oakland and now operate in New York City through the Arches Initiative; Washington, D.C., through the Credible Messenger Initiative; and Chicago, IL, through the READI program, with additional variations in other major cities.



# OVERVIEW OF TRANSFORMATIVE MENTORING

HWW is an extension of the growing body of Transformative Mentoring programs, also referred to as Credible Messenger Mentoring due to the incorporation of mentors with similar backgrounds and experiences as the young people they serve. In the late 1990s and early 2000s, The Mentoring Center (TMC), based in Oakland, CA, developed a mentoring model to serve highly at-risk youth in the juvenile justice system. Following years of program development and implementation, TMC created Transformative Mentoring, a curriculum-based, group mentoring CBT intervention. While trademarked by TMC, several organizations throughout the U.S. serving vulnerable young people now utilize a similar approach.

TMC defines Transformative Mentoring as “an intentional, structured, systemic and corrective intervention focused on personally transforming the attitude and mental framework of a disrupted human development cycle (The Mentoring Center, n.d.)” Utilizing an intensive service delivery model, the program seeks to transform the thinking and behavior of high-risk youth.

## Transformative Mentoring includes two primary components:

1

A regular group mentoring session during which mentors or facilitators deliver a curriculum focused on decision making, cognitive restructuring, identity, and life-skills development.

2

The establishment of a one-on-one relationship between the young person and a caring adult mentor, often referred to as a Life Coach or Case Manager.

Uniquely, programs that utilize a Transformative Mentoring approach generally employ adult mentors that are “credible messengers” meaning that they have themselves experienced incarceration and encountered many of the same societal and institutional barriers as the young people with whom they work. These mentors understand the context and many of the emotions that their mentees experience. As a result, their advice and guidance are more credible to the young people they serve.

Although there are several iterations of the model, a successful Transformative Mentoring program includes the following key elements:



**A Curriculum-based, Cognitive Restructuring Program.**

Transformative Mentoring Programs include a CBT curriculum that is designed to “change the mentality that gives rise to destructive behavior (The Mentoring Center, n.d.)” This curriculum often covers topics of identity, purpose, decision making, character development, culture, and life skills.



**The Mentoring Spirit.** Mentors or Life Coaches must believe that every young person, regardless of their current condition or behavior, has unlimited potential and innate greatness. Mentors, facilitators, life coaches, and staff of the program exhibit an unconditional compassion for the young people in the program, guided by the wise axiom, “Young people don’t care about how much you know, until they know about how much you care.”



**Intensive Case Management or Life Coaching.** Mentors or Life Coaches focus first and foremost on developing trusting relationships with the young people they serve and use these relationships to influence young people to make better decisions. Over time, Life Coaches guide young people in developing Life Plans and provide hands-on brokering of vital services in the areas of education, employment, housing, transportation, substance abuse treatment, and mental health services.



**Long-Term Commitment.** It takes youth years to develop the destructive thinking and behaviors that Transformative Mentoring is designed to address and behavior change will not occur overnight. The mentor/mentee relationships established should at the very least last for one year but preferably, life-long bonds are established and maintained.



## HISTORY AND BACKGROUND

As discussed, TMC led the way in developing the Transformative Mentoring model, which differed from traditional assistance-based mentoring programs in that it was designed to transform the thinking, attitudes, and behaviors of young people already deeply involved in delinquent and violent behavior. The model was developed and refined over a few years by leaders in youth development and was informed by several curricula.

In the early 1990s, Dr. Wade Nobles at the University of California, Berkeley, created a curriculum designed for Black youth who were considered at-risk that focused on developing self-esteem and a positive sense of identity to counteract negative societal expectations. Around the same time, in 1991, Martin Jacks founded TMC to serve as a technical assistance and training provider for mentoring programs in the Bay Area specifically working with very high-risk youth who were not benefitting from traditional mentoring approaches. TMC quickly grew to include direct mentoring, intervention, and transition services for incarcerated and at-risk youth.

In 1992, Mr. Jacks created the African American Male Transition Program, a 14-week course for incarcerated youth who wanted to improve their outcomes. In this program, a multigenerational group, including an elder and a younger adult with past experience of incarceration, would conduct weekly visits to a juvenile detention center to talk with youth. The conversations during these visits

were somewhat structured around various topics but initially the program did not use a formal curriculum.

During this time, David Muhammad, who joined TMC in 1999 and became Executive Director in 2002, began working with Mr. Jacks and DeVone Boggan to develop a specific curriculum for the Transition Program. Boggan and Muhammad would go on to create the Office of Neighborhood Safety in Richmond, CA, of which Boggan would serve as Director. TMC partnered with Dr. Nobles and used his original curriculum as a basis to develop a more detailed program focused on slightly older, much higher risk youth and young adults that continued to evolve over time.

Through funding and partnership from the City of Oakland's Department of Human Services, the Transition Program eventually became Project Choice, which focused on working with youth incarcerated at the California Youth Authority (CYA), now the California Division of Juvenile Justice (DJJ), who would return home to Oakland. In addition to its work inside juvenile facilities, TMC developed the Positive Minds Group (PMG), a program for youth coming home from CYA, as well as youth on probation in Alameda County, specifically in Oakland. PMG utilized the same Transformative Mentoring approach as Project Choice.

In 2006, Muhammad brought Transformative Mentoring to Washington, D.C., where he served as Deputy Director of the Department of Youth Rehabilitation Services (DYRS), the local juvenile justice system. During this time, DYRS began holding Transformative Mentoring sessions for youth in the community under the supervision of the department.

In 2010, Muhammad became the Deputy Commissioner of Adult Operations at the New York City Department of Probation where the model grew further. With funding from Bloomberg Philanthropies, the Arches Transformative Mentoring program launched in 2012 as a component of the New York City Young Men's Initiative (Urban Institute, 2019). After initially developing the Arches program based on TMC's original model, Muhammad returned to Oakland to serve as Chief Probation Officer of Alameda County. Clinton Lacey, who replaced Muhammad as Deputy Commissioner of the New York City Department of Probation, significantly expanded the Arches program.



# ARCHES PROGRAM

Administered by the New York City Department of Probation, the Arches Transformative Mentoring Program (Arches) is a group-mentoring program for young adults, 16 to 24 years old, under adult probation supervision (Urban Institute, 2019). Several program components are reflective of the TMC model: "Arches uses an evidence-based interactive journaling curriculum centered on cognitive behavioral principles, delivered by mentors with backgrounds similar to those of their mentees, known as 'credible messengers,' direct service professionals with backgrounds similar to the populations they serve, often including prior criminal justice system involvement (Urban Institute, 2019)."

In 2018, following six years of implementation, the Urban Institute released findings from an extensive external evaluation of Arches, which found that the programs were extremely effective at reducing recidivism and improving outcomes for high-risk young men and women in the criminal justice system (Urban Institute, 2019). More detailed findings from the study are included in the research section of this report.

Following the implementation of Arches, the Transformative Mentoring model has continued to grow in New York City. In 2017, the Center for New York City Affairs at The New School created the Institute for Transformative Mentoring (ITM), a training

program for the development of credible messengers working in social services fields throughout the City (The New School Center for New York City Affairs, n.d.). ITM offers an intensive training course covering topics of trauma-informed care, youth development, a history of mass incarceration and social justice framework, and career advancement to better prepare credible messengers for success in their work with young people (The New School Center for New York City Affairs, n.d.).

The impact of the Arches program has also grown outside of New York City. In 2015, Deputy Commissioner Clinton Lacey, who grew the Arches program in New York, became the Director of DYRS in Washington, D.C., where David Muhammad had introduced a Transformative Mentoring program years earlier. In his role at DYRS, Lacey, again, greatly expanded this work by launching the Credible Messenger Initiative. In addition to Transformative Mentoring programming, the Credible Messenger Initiative also incorporates family engagement specialists, restorative justice techniques, employment opportunities, and neighborhood-based programming to support youth (Department of Youth Rehabilitation Services, n.d.). Over the past few years, DYRS has also made significant dollar investments, including a multi-million dollar investment, in Credible Messenger Mentoring (The Pinkerton Papers, 2017).

# THE RESEARCH

Several recent formal evaluations of Transformative Mentoring programs suggest that the model can have a positive impact on reducing rearrests or reconvictions and improving educational and other life outcomes among high-risk young people.

## Becoming A Man Program

In February 2017, the University of Chicago Crime Lab produced the results of two large-scale randomized controlled trials evaluating Becoming A Man (BAM), a program developed by Youth Guidance in Chicago, IL, that incorporates several elements of the Transformative Mentoring model. Youth in the BAM program have the opportunity to participate in weekly, hour-long group sessions during the regular school day (University of Chicago Crime Lab, n.d.). The program “uses standard elements of cognitive behavioral therapy (CBT) to help youth to recognize their automatic responses and slow down their thinking in high-stakes situations (University of Chicago Crime Lab, n.d.)” BAM’s curriculum includes immersive/experiential, reflective/introspective, role-playing, skill building, and stories/discussion activities, as well as field trips to local colleges (Heller et al, 2017). The program also incorporates a mentoring component by introducing participants to a positive adult (Heller et al, 2017).

In 2009-10, The Crime Lab research team worked with Chicago Public Schools (CPS) to identify 2,740 male students in grades 7 through 10 in 18 CPS schools who were at an elevated risk for dropout and crime involvement (University of Chicago Crime Lab, n.d.).

The team randomly assigned youth to one of two conditions – enrollment in the BAM program or a control group receiving standard services – for a one-year period (University of Chicago Crime Lab, n.d.). In 2013-14 and 2014-15, the team again identified 2,064 male youth in grades 9 and 10 across nine CPS high schools and randomly assigned them to one of the two conditions over two years (University of Chicago Crime Lab, n.d.).

In both studies, participation in BAM reduced total arrests during the intervention period by 28-35%, reduced violent-crime arrests by 45-50% and reduced arrests for other crimes by 37-43% (Heller et al, 2017). The program also improved school engagement. In the initial study, where researchers had follow-up data, BAM increased on-time high school graduation rates by 12-19% (University of Chicago Crime Lab, n.d.). Researchers found “suggestive support for the hypothesis that the programs work by helping youth slow down and reflect on whether their automatic thoughts and behaviors are well suited to the situation they are in or whether the situation could be construed differently (Heller et al, 2017).”

### Participation in BAM:

Reduced total arrests during the intervention period by

**28-35%**



Reduced violent-crime arrests by

**45-50%**



Reduced arrests for other crimes by

**37-43%**



Increased on-time high school graduation rates by

**12-19%**



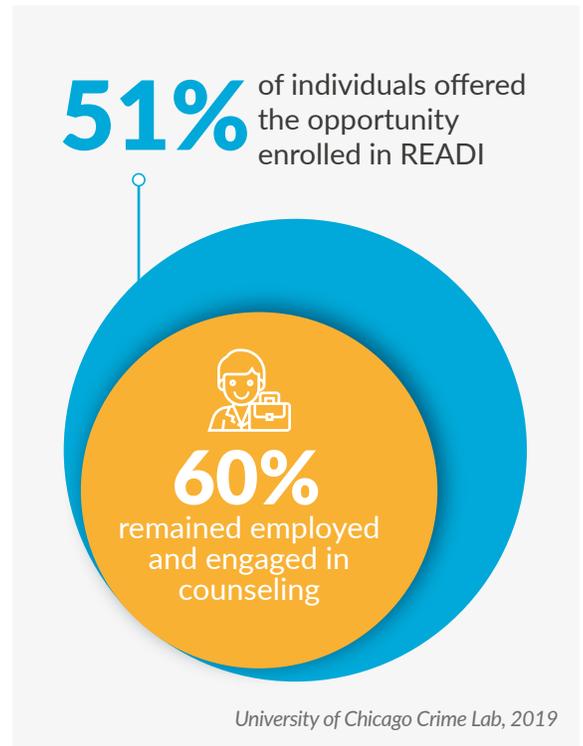
Heller et al, 2017

## READI Chicago



The University of Chicago Crime Lab is also evaluating a separate program – READI Chicago – that incorporates several principles of Transformative Mentoring. READI, which stands for Rapid Employment and Development Initiative, was developed by Heartland Alliance following a visit to Oakland. The program received initial support from NICJR, which also helped to develop CYO’s HWW program. READI Chicago is a two-year career pathway program targeting young adults at the highest risk of gun violence involvement. The program is relationship-based and intensive. Participants receive employment in paid transitional jobs, cognitive behavioral therapy, and support services (READI Chicago, n.d.).

An initial assessment of READI Chicago by the Crime Lab showed promising early results, specifically around engaging participants. Fifty-one percent of individuals identified as high-risk and offered the opportunity enrolled in READI and one year following enrollment, 60 percent of participants remained employed and engaged in counseling (Chicago Sun Times Editorial Board, 2019).



## Arches Transformative Mentoring Program



As mentioned above, in February 2018, the Urban Institute released a report evaluating the impact of the Arches Transformative Mentoring Program in New York City. Between November 2015 and March 2017, the Institute conducted an implementation and impact evaluation of Arches at the request of the Mayor’s Office for Economic Opportunity (Lynch et al, 2018). The impact evaluation assessed the effects of the program on participant outcomes, including recidivism, using a matched comparison group (Lynch et al, 2018). The Urban Institute examined rearrests and reconvictions for 279 Arches participants as well as 682 young people who began probation around the same time but did not participate in the program (Lynch et al, 2018).

The results of the impact evaluation found that Arches participants were much less likely to be reconvicted of a crime than members of the comparison group: “Relative to their peers, felony reconviction rates among Arches participants are 69 percent lower 12 months after beginning probation and 57 percent lower 24 months after beginning probation (Lynch et al, 2018).” Evaluators found that the program was particularly successful for participants 17 years old and younger (Lynch et al., 2018).

The evaluation also found that participants in Arches achieved improvement in self-perception, as well as relationships with others (Lynch et al, 2018). “Pre- and post-assessment surveys show gains in key attitudinal

and behavioral indicators, including emotional regulation and future orientation (Lynch et al, 2018). Researchers found that scores on the Positive Youth Development Index, which measures the five C's of positive youth development (competence, confidence, connection, character, and caring), were significantly higher post-program among participants in the Arches program (Lynch et al, 2018). Participants reported “very close and supportive relationships with mentors, attributed to mentors’ status as credible messengers, their 24/7 availability for one-on-one mentoring, and a ‘family atmosphere’ within the program (Lynch et al, 2018).”



## Additional Research

In addition to the studies of Transformative Mentoring highlighted in this report, there have also been several evaluations over the past 15 years of programs utilizing Credible Messenger Mentoring (Austria & Peterson, 2017), a key component of the Transformative Mentoring model. In The Pinkerton Papers’ January 2017 article “Credible Messenger Mentoring for Justice-Involved Youth,” authors highlight these programs and their impact, including the following:

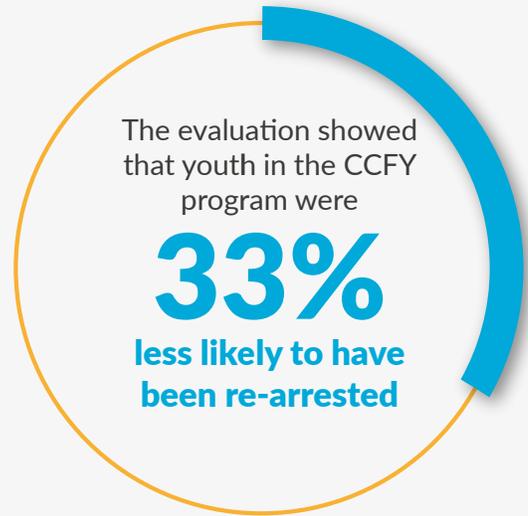
### Roca, Inc.

One of the programs profiled in the report is Roca, Inc., a Boston-based organization serving high-risk youth that focuses on employment placement and incorporates transformational relationships – “relationships for the purpose of change” – in its High Risk Youth Intervention Model (Austria & Peterson, 2017). At the time of the publication, Roca was “two years into a five-year Pay for Success Initiative using social innovation bonds to serve approximately 1,000 high-risk young men in Boston, Springfield, and surrounding communities (Austria & Peterson, 2017).”

In year two, of participants that remained in the Roca program for two years or longer, “98 percent had no new incarcerations, 93 percent had no new arrests, 88 percent had no new technical violations of probation or parole, and 92 percent retained employment for at least 90 days (Austria & Peterson, 2017).”

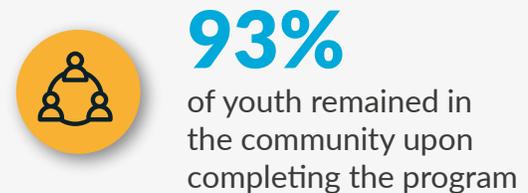
# Community Corrections for Youth

John Jay College of Criminal Justice conducted a three-year evaluation of a youth diversion program launched by Community Connections for Youth (CCFY) in the South Bronx in 2010 that incorporates credible messenger mentors from community and faith-based organizations to serve youth (Austria & Peterson, 2017). The evaluation showed that youth in the program were 33 percent less likely to have been re-arrested and that youth remained engaged in relationships and programming well beyond the mandated time (Austria & Peterson, 2017).



# Youth Advocate Programs

John Jay also conducted a 2014 evaluation of Youth Advocate Programs (YAP), Inc., a national organization that matches justice-involved young people with mentors, often credible messenger mentors, as an alternative to incarceration (Austria & Peterson, 2017). The evaluation found that 86 percent of YAP participants avoided rearrests. Ninety-three percent of youth remained in the community upon completing the program and participants were more likely to remain in the community in the year following completion (Austria & Peterson, 2017).



The evaluations discussed above are just a snapshot of a larger body of research discussed in the Pinkerton Papers article that points to Transformative Mentoring and Credible Messenger Mentoring as promising models for reducing young people’s involvement in the justice system and risk for violence.



# Community & Youth Outreach

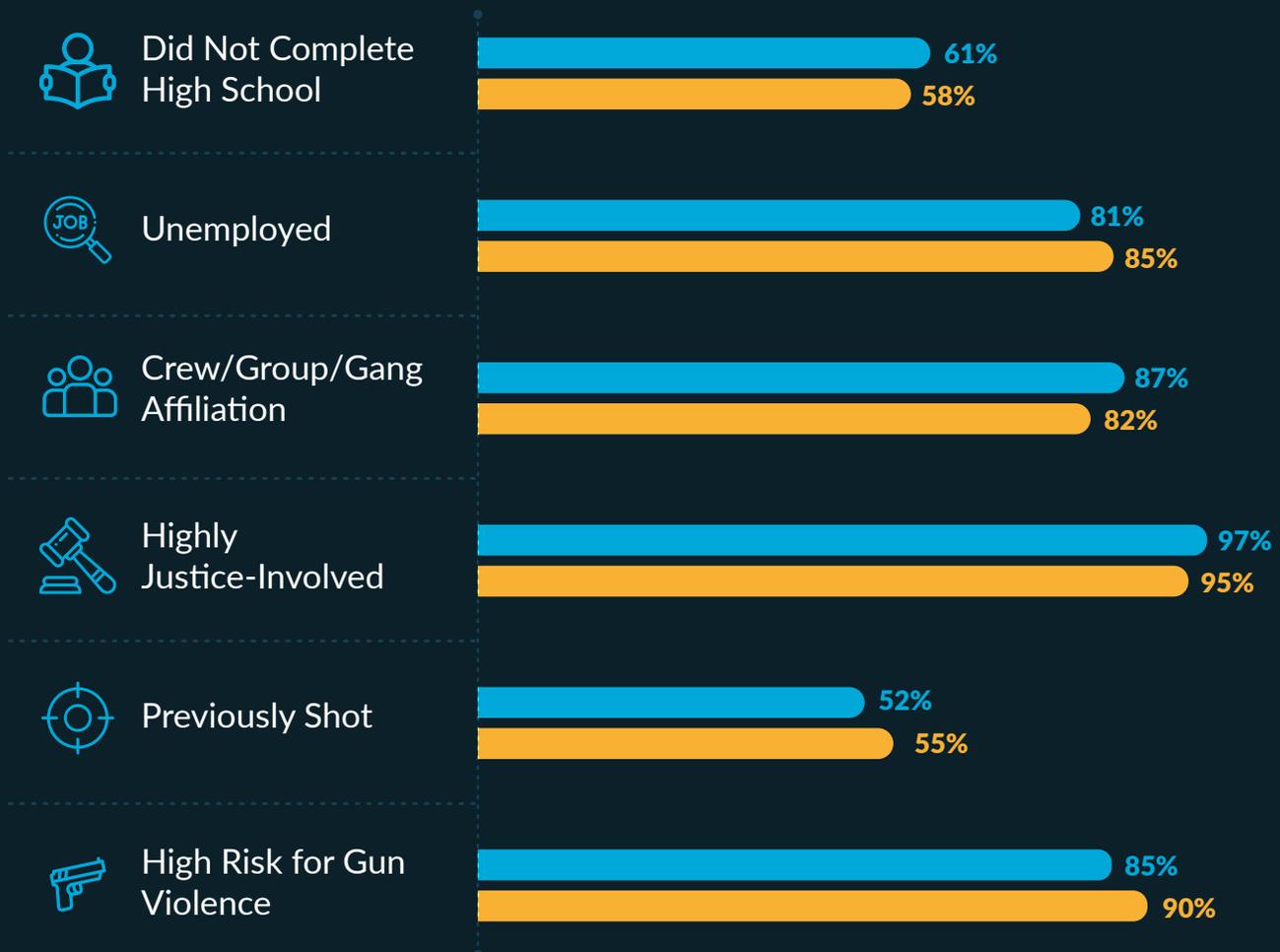
Community & Youth Outreach (CYO) was founded in 2010, growing out of larger statewide community outreach organization in California. For the past decade, CYO has provided intensive case management services to youth and young adults in Oakland who have been identified as highly at risk of being involved in violence, in partnership with Oakland Unite, a division of the City of Oakland's Department of Human Services. CYO also serves high-risk youth and young adults under the supervision of the Alameda County Probation Department, as well as those recently released from state prison and on parole. CYO has consistently played a pivotal role in the direct services component of the City of Oakland's highly successful Ceasefire Gun Violence Reduction Strategy.

CYO provides Intensive Life Coaching (ILC) services to young people at high risk of being involved in gun violence, based on the risk factors established by a City commissioned study that assessed the details of several years of homicides in Oakland. The study determined that approximately 60-65% of gun homicides in Oakland involved people with a very similar risk profile: young Black and Latino men, age 18-35; with significant criminal justice history (10 or more prior arrests); who are affiliated with an active crew, group or gang; have been shot before; and/or have a close friend or family member that has been shot in the past year.

# CYO Participant Profiles for 2018 and 2019

## Participant Details Upon Enrollment

● 2019 ● 2018



Once very high-risk individuals have been identified and referred to CYO through the City’s Ceasefire Strategy or other partners, CYO enrolls them in ILC. CYO Life Coaches prioritize developing an authentic, trusting relationship with their clients. They serve no more than 12 to 15 young people at a time and are required to communicate with their clients daily and see them in-person two to three times per week.

CYO employs credible messenger Life Coaches who share similar life experiences as clients and are closely connected to the communities where clients live. Life Coaches establish trusting relationships with clients and their families; develop detailed Life Plans to address clients’ risks and needs; connect clients to services, supports, and opportunities; and keep clients safe, out of the justice system, and successful. Clients are eligible to receive incentive stipends for remaining engaged and active in programming.

# CYO's Theory of Change involves three important steps:

## 1. Relationship

The first step in helping to transform the lives of high-risk and system-impacted young people is to establish a trusting relationship between staff and clients. CYO Life Coaches focus first and foremost on establishing a close and trusting relationship and rapport with each client. Upon initial connection, Life Coaches explain to clients that they are there to support them, to keep them safe and out of prison, and to help them succeed. Staff share their own journey and the reasons why they CARE about the client. This initial stage of engagement focuses on safety and support – to simply “be there” for the client.

## 2. Mentality Shift

Many young people who are system-impacted have experienced trauma, have grown up in under-resourced, high-poverty neighborhoods, have had limited exposure to pro-social environments, and have encountered many negative influences. These experiences often form a mentality that can cause young people to make poor decisions, leading to detrimental life outcomes. One's mentality forms the basis for their decisions, which determines their outcomes.

A critical element of CYO's work is to change the mentality that leads to destructive behavior. CYO achieves this through a combination of credible messenger staff and CBT programs. Credible messenger Life Coaches serve as examples of people who have changed their lives and can therefore provide good information and influence. Life Coaches use their trusting relationships with their clients to build influence with them and use their influence to help them make better decisions. CYO also uses HWW as a primary strategy to help clients make better decisions.

## 3. Connection with Needed Services, Supports, and Opportunities

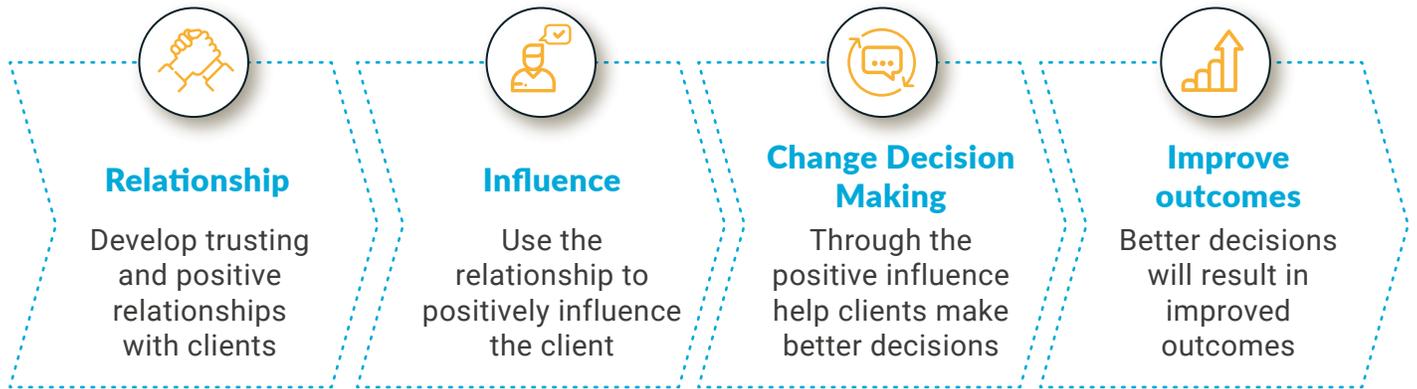
Once a strong mentoring relationship has been established and the client has been exposed to information and experiences to begin their mentality shift, there can be a greater emphasis on connections to services, supports and opportunities. Life Coaches sit down with each client and ideally their family to develop a detailed Life Plan or case plan. These plans should identify the client's greatest needs and challenges, as well as their strengths. Life Plans emphasize education, employment, and housing, and overcoming barriers to success in each of those areas. Once a plan has been developed, Life Coaches do not simply refer their clients to a particular service or program, but, instead, personally connect them to services, programs, and organization they know and trust. Life Coaches initially accompany and transport clients to meetings and programs, directly connecting them to each service provider.

### Theory of Change



# Intensive Life Coaching

CYO's model of ILC follows this Theory of Change:



David Muhammad helped to develop much of CYO's Theory of Change and program model. In 2015, the organization's Board of Directors asked Muhammad, the Executive Director of NICJR, to provide management support to CYO. Muhammad ultimately became the Interim Executive Director of CYO. With his background in developing Transformative Mentoring programs, Muhammad began working with CYO staff to create Healthy, Wealthy & Wise.

## Healthy, Wealthy & Wise

Healthy, Wealthy & Wise (HWW) is a trauma-informed, culturally relevant CBT program developed for high-risk, system-involved youth and young adults. HWW consists of a 14 to 16-week group session primarily covering four topic areas: 1) Decision Making, 2) Identity and Purpose, 3) Overcoming Trauma and Pain, and 4) Life Skills and Financial Literacy. Each participant enrolled in HWW is also assigned a Life Coach to work with one-on-one through the process, providing the support and services described above. By combining trauma-informed CBT group sessions and one-on-one Life Coaching, and emphasizing relationship building and decision making, HWW is a Transformative Mentoring program.

Building on experience and knowledge from The Mentoring Center, the Washington, D.C. DYRS Transformative Mentoring Program, New York City's Arches program, and several additional CBT curricula, in 2016, Muhammad worked with staff at CYO to design the HWW curriculum to align with evidence-based practice and include cultural relevance to the population CYO serves.



# Curriculum Areas



## The HWW group curriculum covers four main areas:

- 1 Making Better Decisions:** Participants explore the decisions they make and how these decisions determine their outcomes. Using real life scenarios, participants analyze and discover new ways to handle critical situations they commonly face.
- 2 Identity & Purpose:** Participants explore self-identity and purpose, become aware of their true power and potential, and learn how their identity drives their behavior and decision making.
- 3 Overcoming Trauma and Pain:** Participants learn how trauma and emotional pain affects their lives and learn tools to mitigate the effects of trauma. Participants role-play scenarios that can lead to triggers and discuss how to overcome these challenges.
- 4 Life Skills and Financial Literacy:** Participants learn life skills and financial principles, including budgeting, saving, banking, and other financial literacy tools.

Participants spend three to four weeks on each focus area. In order to graduate from the program, participants must attend at least 12 sessions and complete the “Getting It Right” companion journal, designed by the Change Companies. In this evidence-based CBT journal, participants examine eight basic thinking errors that lead to harmful behavior.

# Financial Incentives



Another key component of HWW is the use of financial incentives to keep young people engaged. Participants receive stipends for on-going participation in the program. Those who attend the entire session receive a \$25 stipend following each class. Graduates of HWW receive a \$100 incentive stipend at the graduation ceremony. Additionally, participants enrolled in Intensive Life Coaching are eligible to receive modest monthly stipends, up to \$300 per month, for remaining connected to their Life Coach and achieving certain milestones.

Financial incentives are critical tools that show hard-to-reach clients that their Life Coach is serious about their success by rewarding achievement. These tools have been proven to be effective in evaluations of similar violence reduction programs, as well as other self-improvement programs, such as weight loss (Mayo Clinic, 2013).

# Program Graduations



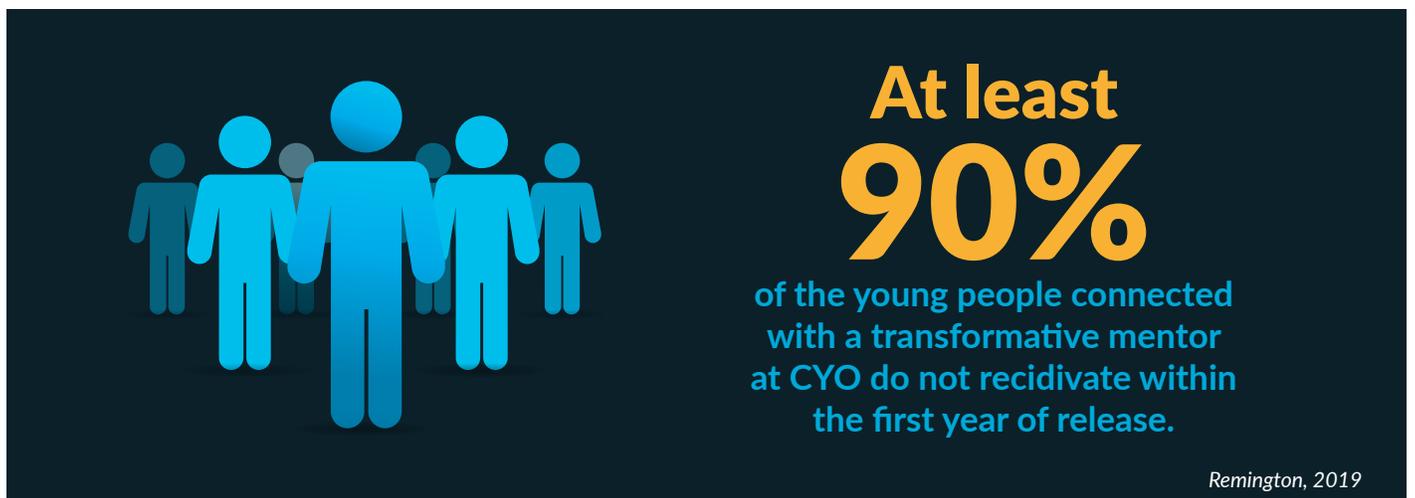
At the end of each HWW cycle, CYO hosts a graduation celebration to acknowledge participants who have completed the program, recognizing that for some graduates, a HWW certificate may be the first certificate they have received. Graduations feature food, music, guest speakers, and a graduation ceremony with certificates and moments of individual recognition for each participant. Participants are encouraged to invite family and friends to the ceremony. Graduation speakers have included authors who have given graduates copies of their books, well-known local rappers, and star players of the Oakland Raiders football team.

# Client Outcomes



Participants of CYO's HWW and ILC programs have achieved tremendous outcomes, especially given their high degree of risk upon enrolling in services. Dr. Kathleen Remington spent two years observing HWW, interviewing staff, and researching CYO for her dissertation, "Capacity, Community, and Consolidation: Transformative Mentoring for Formerly Incarcerated Young Adults in Re-Entry (2019)."

Dr. Kathleen writes: "Transformative mentoring at Community and Youth Outreach (CYO) is an intensive modality of mentoring that is more effective in reducing recidivism for the young adult participants compared to traditional approaches...at least 90% of the young people connected with a transformative mentor at CYO do not recidivate within the first year of release (Remington, 2019)."



**At least  
90%**  
of the young people connected  
with a transformative mentor  
at CYO do not recidivate within  
the first year of release.

*Remington, 2019*

A review of client data from the past two years indicates that enrollment in ILC can contribute to reduced risk for violence and recidivism and improved educational and employment outcomes among participants. Included below are short outcomes summaries from the 2018 and 2019 ILC cohorts.

## 2018 Cohort

**110**  
high-risk clients

Over 2018, CYO served 110 high-risk clients with ILC services. Nearly all ILC clients also participated in HWW programming. Clients had an average age of 26 years old. Upon enrollment, 85 percent of participants were unemployed; 58 percent had not completed high school; 82 percent were gang-affiliated; 55 percent had been previously shot; and 95 percent were highly involved in the criminal justice system.

**41**  
participants  
secured new jobs

Over the course of the program, 41 participants secured new jobs, with 25 participants retaining those jobs past 90 days. Seven clients earned their GED and five enrolled in community college.

**10%**  
recidivism rate

Most notably, although 95 percent of clients enrolled in ILC had numerous previous arrests and most had been to state prison, the recidivism rate for ILC participants was just 10 percent. When compared to statewide recidivism rates for young people in California, this number is exceptionally low. According to research from the Center on Juvenile and Criminal Justice, recidivism rates for young people incarcerated in California's Division of Juvenile Justice are much higher - 74 percent are rearrested, 54 percent are reconvicted, and 37 percent return to incarceration (Washburn & Menart, 2019).

**<5%**  
were involved in  
incidents  
of gun violence

Furthermore, fewer than five percent of ILC participants were involved in incidents of gun violence, despite their very high risk. The Oakland Police Department assessed most clients as very high risk of being involved in gun violence within the year. While 11 clients were rearrested, just one client was rearrested for a shooting. Tragically, four clients were victims of gun violence, with one client dying from their injuries.

## 2019 Cohort

**95**  
high-risk clients

Over 2019, CYO served 95 high-risk clients through the ILC program. Again, nearly all ILC clients also participated in HWW programming. Clients had an average age of 26 years old. Upon enrollment, 81 percent of participants were unemployed; 61 percent had not completed high school; 87 percent were gang-affiliated; 52 percent had been previously shot; and 97 percent were highly involved in the criminal justice system.

**49**  
participants  
secured new jobs

Over the year, 49 clients received new jobs, with 27 participants retaining those jobs past 90 days. Seven clients earned their GED. While 97 percent of clients enrolled in ILC were highly justice involved, the recidivism rate for participants was just 18 percent, significantly lower than the overall recidivism rate for young people in California, as discussed above.

**3%**

**were involved in incidents of gun violence**

Just over 3 percent of ILC clients were involved in gun violence incidents, despite their very high risk. Again, the Oakland Police Department assessed most clients as very high risk of being involved in gun violence within the year. While 17 clients were rearrested, just one client was rearrested for a shooting. Two clients were victims of gun violence.



## **HWW REPLICATION EFFORTS**

In 2018-19, NICJR conducted a “Train the Trainer” training for the City of Stockton’s Office of Violence Prevention (OVP). OVP staff received several days of training in the HWW curriculum and learned how to facilitate the program. In 2019, the OVP launched its own version of HWW for young adult clients who were identified as highly at risk of gun violence.

NICJR also provided a series of trainings, including training in the HWW curriculum, to staff of the Anti-Recidivism Coalition (ARC), a Los Angeles-based nonprofit organization that provides a support network, comprehensive services, and opportunities to advocate for policy change for currently and formerly incarcerated people. ARC is now using elements of the curriculum in their workshops inside several California state prisons through their Hope and Redemption program.

NICJR continues to offer training in the HWW curriculum to non-profit and public agencies serving high-risk youth, further growing the Transformative Mentoring model.

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# Healthy, Wealthy & Wise



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