Board Office Use: Le	gislative File Info.
File ID Number	1-3252
Introduction Date	1-25-12
Enactment Number	12-0122 R
Enactment Date	1-25-12



Memo

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То	The Board of
Erom	Tony Smith

1101110	
То	The Board of Education
From	Tony Smith, Ph.D., Superintendent By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action Vernon Hal, Deputy Superintendent, Business & Operations
Board Meeting Date (To be completed by Procurement)	1-25-12
Subject	Professional Services Contract - Partnership for Children and You Oakland CA (contractor, City State) 922/Family, Schools, and Community Partne (site/department)
Action Requested	Ratification of a professional services contract between Oakland Unified School District and Partnership for Children and Youth . Services to be primarily provided to 922/Family, Schools, and Community Partne for the period of 09/15/2011 through 02/15/2012 .
Background A one paragraph explanation of why the consultant's services are needed.	The Partnership for Children and Youth will work in coordination with the After School Programs Office to prepare, write, compile data, and submit documentation for the 21st Century Community Learning grant application.
Discussion One paragraph summary of the scope of work.	Ratification by the Board of Education of a Professional Services Contract between the District and Partnership for Children and Youth, Oakland, CA, for the latter to provide grant writing services for the 21st Century Community Learning (21st CCLC) grant application for Oakland Unified School District Elementary and Middle school sites for the After School Program for the period of September 15, 2011 through February 15, 2012, in an amount not to exceed \$5,000.00.
Recommendation	Ratification of professional services contract between Oakland Unified School District and Partnership for Children and Youth be primarily provided to 922/Family, Schools, and Community Partne for the period of 09/15/2011 through 02/15/2012.
Fiscal Impact	Funding resource name (please spell out) 21st CCLC not to exceed \$ 5,000.00

Attachments

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

Board Office Use: Legis	slative File Info.
File ID Number	11-3232
Introduction Date	1-2512
Enactment Number	12-0122 0
Enactment Date	1-25-12 P



PROFESSIONAL SERVICES CONTRACT 2011-2012

This Agreement is entered into between the Oakland Unified School District (OUSD) and Partnership for Children and Youth (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in

to	perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The ties agree as follows:
1.	Services: CONTRACTOR shall provide the services described in Exhibit "A," attached hereto and incorporated herein by reference ("Services" or "Work").
2.	Terms: CONTRACTOR shall commence work on <u>09/15/2011</u> , or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than <u>02/15/2012</u> .
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Five Thousand Dollars (\$5,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.
	If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.
	OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A
	Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.
	The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.
4.	Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following: 1. Individual consultants:
	☐ Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
	Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
	☐ Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
	2. Agencies or organizations:
	■ Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5.	Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: N/Awhich shall not exceed a total cost of \$
6.	CONTRACTOR Qualifications / Performance of Services.
	CONTRACTOR Qualifications. CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and,/or regulations, as they may apply.
	Standard of Core CONTRACTOR warrants that CONTRACTOR has the qualifications and chility to perform the Contract in a

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

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

Requisition No. R0202612	P.O. No	
--------------------------	---------	--

OUSD Representative: CONTRACTOR: Name: Julia Ma Name: Site /Dept.: 922/Family, Schools, and Community Partne Title: Executive Director Address: 495 Jones Avenue Address: 1611 Telegraph Avenue, Suite 404 Oakland, CA 94603 Oakland GA 94612 Phone: Phone: (510) 530-4200

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

- Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
- 2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.
- 9. Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

10. Insurance:

- 1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- ☐ CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD ir the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand
- 11. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

- 12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 13. Anti-Discrimination. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
- 14. **Drug-Free / Smoke Free Policy**. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
- 15. Indemnification: CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 16. Copyright/Trademark/Patent/Ownership. CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 18. Termination: OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 19. Conduct of Consultant. CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 - 1. Tuberculosis Screening
 - 2. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial:

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

- 20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 21. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees anid/or Subcontractors. OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 - Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

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- 22. Limitation of OUSD Liability. Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall 23. Confidentiality. maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.
 - CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 - Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. Contract Contingent on Governing Board Approval: The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Summary of terms and compensation: Anticipated start date: 09/15/2011 Work shall be completed by: 02/15/2012 Total Fee: \$5,000.00 OAKLAND UNIFIED SCHOOL DISTRICT President, Board of Education Superintendent or Designee **Executive Director** Secretary, Board of Education Date Print Name, Title

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

Certified:

File ID Number 11-3232 Introduction Date Enactment Number 12 - 0127 **Enactment Date**

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EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR'S entire Proposal is <u>not</u> made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Ratification by the Board of Education of a Professional Services Contract between the District and Partnership for Children and Youth, Oakland, CA, for the latter to provide grant writing services for the 21st Century Community Learning (21st CCLC) grant application for Oakland Unified School District Elementary and Middle school sites for the After School Program for the period of September 15, 2011 through February 15, 2012, in an amount not to exceed \$5,000.00.

	SCOPE OF WORK
Pa	artnership for Children and Youth will provide a maximum of hours of services at a rate of \$ per hour for a
tota	al not to exceed \$5,000.00 Services are anticipated to begin on 09/15/2011 and end on 02/15/2012
1.	Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what <i>this</i> Contractor will do.
	Partnership for Children and Youth will provide grantwriting services through Glen Price Group (GPG) in support of two OUSD 21st Century Community Learning Center grant applications for elementary and middle school sites. Grantwriting services are valued at \$24,500. OUSD will cover a portion of the total grantwriting costs, and the remainder of costs will be leveraged by Partnership for Children and Youth through their own fundraising efforts. Grantwriting services will include ongoing monitoring of the grant application timeline and mutually agreed upon tasks, regular meetings, email, and phone communication between OUSD After School Programs Office staff and the GPG grantwriter to develop two competitive grant applications, data analysis of after school parent and youth needs assessment surveys, the creation of at least two drafts of the application narrative for review, and production of two finalized grant application packages for delivery to the CA Dept. of Education.
2.	Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will) and measurable outcomes (Participants will be able to). NOT THE GOALS OF THE SITE OR DEPARTMENT.
	Through the support of Partnership for Children and Youth's grantwriting services, the OUSD After School Programs Office seeks to submit two competitive grant applications to the CA Dept. of Education to secure the following 21st Century Community Learning Center funds for Oakland schools: \$4,801,950 of Core after school funding to eliminate current program waitlists and add 3,557 additional program slots at 62 elementary and middle schools; extended learning programs will provide academic supports to help students stay on track for graduation, enrichment to keep students engaged in school, and family supports to improve school day attendance \$3,766,000 of Supplemental funding to increase summer learning and enrichment opportunities to reduce summer learning loss \$1,325,000 of Equitable Access funding to provide additional support services, including mental health services, health services, and ELL supports, to increase attendance and reduce barriers to program participation \$1,060,000 of Family Literacy funding to promote parent involvement, foster parent leadership, connect families to community resources and support services, and support educational goals of adult family members
3.	Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)
	Ensure a high quality instructional core Prepare students for success in college and careers
	Develop social, emotional and physical health Safe, healthy and supportive schools
	✓ Create equitable opportunities for learning ✓ Accountable for quality
	✓ High quality and effective instruction ✓ Full service community district

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4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds) Please select: Action Item included in Board Approved SPSA (no additional documentation required) – Action Item Number: Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off. 1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date. 2. Meeting announcement for meeting in which the SPSA modification was approved. 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification. 4. Sign-in sheet for meeting in which the SPSA modification was approved.

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PARTNERSHIP FOR CHILDREN AND YOUTH

INVOICE

TO:

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SI

Oakland Unified School District

FROM:

Partnership for Children and Youth

DATE:

September 26, 2011

AMOUNT:

\$5,000

The Partnership for Children and Youth and the Oakland Unified School District are collaboratively supporting the development of a 21st Century Community Learning Centers grant proposal to the state of California for elementary and middle schools.

The Partnership for Children and Youth has entered into a contract with the Glen Price Group in the amount of \$16,500 for their grant writing services. The Oakland Unified School District agreed to pay \$5,000 of this cost.

Any questions should be directed to Katie Brackenridge at 510-830-4200 x1604.

Please remit payment to:

Partnership for Children and Youth 1611 Telegraph Ave., Suite 404 Oakland, CA 94612

Tax identification # 04-3653529



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Connecting Communities and Schools to Resources So Every Child Can Thrive.

Partnership for Children and Youth brings together government, education, philanthropic, nonprofit, business and community leaders to realize a simple but powerful vision: All children and youth enjoy an equal opportunity for a healthy, happy and successful future.

Why We've Changed Our Name

Dear Colleagues, Supporters and Friends

We are pleased to share with you that the Bay Area Partnership for Children and Youth is changing its name. Effective immediately we are the Partnership for Children and Youth.

Please be assured that the vision and mission of the Partnership remain unchanged. We are still dedicated and committed to serving the Bay Area's low-income communities and schools, providing access to resources critical to the success of all children and youth. The new name reflects our expanding involvement in statewide and national policy development and advocacy.

We look forward in 2011 to sharing more news with you about the Partnership's expanding scope of work. Among other updates, our redesigned website offers enhanced information, news and updates for our collaborators, funders, and those seeking resources and technical assistance

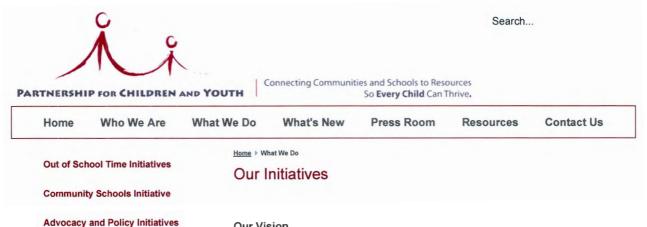
From all of us at the Partnership for Children and Youth, thank you.



Jennifer Peck Executive Director

Our Mission

The mission of the Partnership for Children and Youth is to ensure that school-age children and youth living in low-income communities have the support and the opportunities they need and deserve to be successful in





Our Vision

Partnership for Children and Youth brings together government, education, philanthropic, nonprofit, business and community leaders to realize a simple but powerful vision: All children and youth will enjoy an equal opportunity for a healthy, happy and successful future

Whom We Serve

The ultimate beneficiaries of our work are children and their families in California's low-income communities. Our primary clients are those institutions that provide critical support services to poor children including schools and school districts, community-based agencies and local governments.

Report to the Community Learn more about what we've been working on lately | Report to the Community >>

Our Initiatives

The Partnership provides advocacy, technical assistance and access to resources such as physical and mental healthcare, out-of-school-time learning and enrichment activities, mentoring and educational support. Our work is organized around three key initiatives: Out of School Time; Community Schools; and Advocacy and

OUT OF SCHOOL TIME

We provide schools and their community partners with assistance in creating and sustaining high-quality afterschool and summer programs.

Learn more about After School Programs >> Learn more about Summer Learning and Enrichment Programs >>

COMMUNITY SCHOOLS

The Partnership is working to create a supportive and sustainable policy and implementation environment in California for the development of community schools statewide. Our community school initiative includes our school nutrition and school-based health efforts, helping schools provide access to health-care services, onsite health services, healthy foods, and nutrition education for children and their families

Learn more about Community Schools >>

ADVOCACY AND POLICY

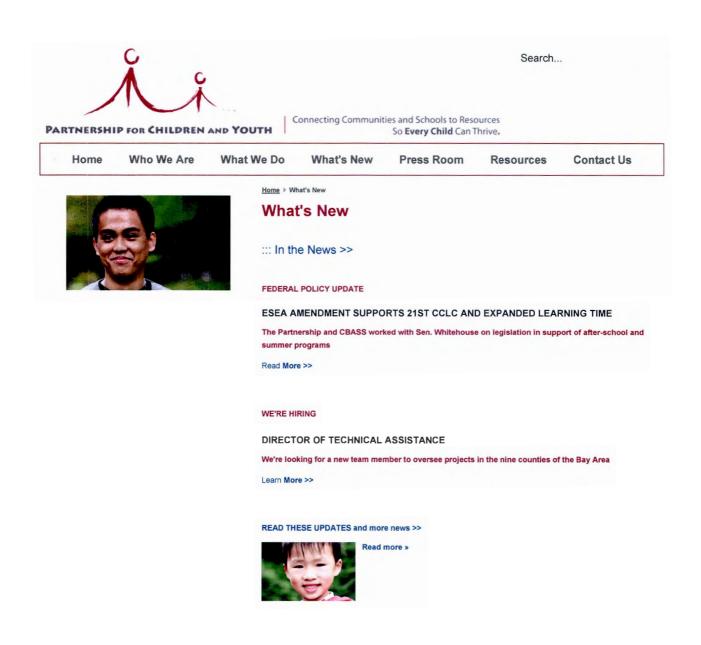
We advocate for California children and youth in the areas of education, nutrition and health. We serve as a critical bridge between local needs and the work of policymakers at the local, state and federal levels.

Learn more about Advocacy and Policy >>









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California Afterschool **Advocacy Alliance**

ESEA Reauthorization

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Senate Bill 798

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posted 08 december 2011

Senator Mark DeSaulnier Receives Champion of Summer

Learning Award
National Summer Learning Association honors Sen. DeSaulnier for his work to expand access to summer programs

Congratulations to Senator Mark DeSaulnier on receiving the Champion of Summer Award from the National Summer Learning Association (NSLA). At the opening night reception for the 2011 National Summer Learning Conference in San Francisco, NSLA interim CEO Matthew Boulay presented Sen. DeSaulnier with the award in honor of the senator's ongoing efforts to improve the quality of, and expand access to, summer-learning programs throughout California.

Partnership for Children and Youth has worked closely with Sen. DeSaulnier for a number of years in support of summer learning and enrichment. The Partnership staffed the State Legislative Task Force on Summer and Intersession Enrichment, chaired by Sen. DeSaulnier. In 2010 and 2011, respectively, we worked with Sen. DeSaulnier on Senate Bill 798 and Senate Bill 429. Both bills, now signed into law, expand access to summerlearning programs for low-income children and youth in California.



Congratulations to Sen. DeSaulnier and his dedicated staff on this well-earned summer-learning award.

posted 21 october 2011

ESEA Amendment Strengthens 21st CCLC And Supports Community Partners, Local Choice and Expanded Learning Time The Partnership and CBASS worked closely with Sen. Whitehouse to draft legislation that maintains support for after-school and summer programs, and community partners



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21st Century Community Learning Centers Program

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After School Programs for Elementary, Middle, and High School Students

The 21st Century Community Learning Centers (21st CCLC) program enables the California Department of Education (CDE) to administer federal funding to provide after school, weekend and intersession programming for students from Title 1-eligible schools.

Background

The 21st CCLC program is funded by the US Department of Education and administered by CDE. Senate Bill 638 (Torlakson) made a number of changes to the prior law governing 21st CCLC funding in California,

Stronger alignment of rules governing the state After School Education and Safety (ASES) program and 21st Century elementary and middle school grants;

A switch from the attendance-based reimbursement system to direct grants;

Reform of the evaluation system to include measures that align with local program/community priorities;

An increase in the set-aside for high school grants from 6% to 50%, allowing many more programs for teens to be established across the state.

Program Overview

Historically, the CDE has issued two separate applications for five-year grants serving elementary/middle schools and high schools respectively. Based on prior applications, the following key elements are expected:

Applicant agencies must collaborate with public schools but are not required to be Local Education Agencies (LEAs). Applicants can be cities, counties, LEAs, community-based organizations, public or private agencies, or a consortium of two or more such agencies

The focus is on helping children and youth in schools serving high poverty areas succeed academically through the use of scientifically based practices and extended learning time

Programs must assess the need for family literacy activities and address that need with appropriate

Program sites do not have to be located at a school, but must be as safe and accessible as a school site

Each collaborative will determine the appropriate frequency of student attendance, but CDE recommends that elementary students attend 5 days per week and middle school students at least 3 days per week. High school grants have no minimum attendance policy





The purpose of the program is to provide opportunities for communities to establish or expand activities that focus on the following three areas: (1) Improved academic achievement; (2) Enrichment services that complement the academic program; and (3) Family literacy

21st Century Community Learning Centers are required to provide the following.

ACADEMIC ASSISTANCE COMPONENT

The academic assistance component must incorporate a broad array of activities that are designed to help students, particularly those in low-performing schools, to meet state and local student academic achievement standards. Examples of allowable activities include:

Tutoring or homework help;

Support with reading, language arts, math and science;

Language skills development for limited English proficient students;

Technology: and

Project-based learning

The academic assistance component must be aligned with the pupils' regular academic programs.

High School programs must include at least one of the following activities:

Preparation for the high school exit exam;

Tutoring:

Homework assistance: and/or

College preparation, including information about the Cal Grant Program

EDUCATIONAL ENRICHMENT COMPONENT

The educational enrichment component must offer an array of additional services, programs, and activities that reinforce and complement the regular academic program of participating students Examples include but are not limited to:

Community service and service learning

Career and technical education/job readiness:

Mentoring and tutoring of younger pupils;

Arts and music education:

Computer and technology training;

Physical fitness and recreation

Drug and violence prevention; and

Counseling and other prevention activities

FAMILY LITERACY COMPONENT

Programs must assess the need for family literacy services. Family literacy services are defined as services, provided to participants on a voluntary basis, that are of sufficient intensity in terms of hours, and of sufficient duration to make sustainable changes in a family. Family literacy services must integrate ALL of the following

Interactive literacy activities between parents and their children:

Training for parents regarding how to be the primary teacher for their children and full partners in the education of their children: and

Parent literacy training that leads to economic self-sufficiency

Funding: Elementary/Middle Schools

CORE FUNDING

Grant funds to serve elementary and/or junior high/middle school students are available through two areas: core funding and supplemental funding, both of which are direct grants. Annual awards for core grants will be based on the projection of the number of children to be served. After school programs are funded at a rate of \$7.50 per day per participating student, up to \$112,500 per year for elementary schools and \$150,000 per year for middle school (large schools have increased annual maximums). Supplemental after school funds are available for non--school days but may not exceed 30% of the school's core after school grant.

Before school programs are provided base funding of \$5 per day per student, limited amounts of supplemental funds are available for program operations on non-school days (up to 30% of the before school base grant amount)

ACCESS AND FAMILY LITERACY GRANT FUNDING

Two optional supplemental grants are competitively available, one to support equitable access to and participation in programs according to needs determined by the local community (up to \$25,000 per site per year), and the other to provide assistance to schools/sites that identify a need to provide family literacy services to families of students participating in 21st CCLC programs (up to \$20,000 per year).

The application will provide more detailed information on funding calculations. In the past, grants have been made as five single-year grants. Following these five years, continuation funding will be dependent on the availability of funds and will be offered competitively

Funding: High Schools

Grant funds to serve high school students will also be made on a direct grant basis. Funding will be awarded in grants of a minimum of \$50,000 and a maximum of \$250,000 per year per site. Grant funding will be determined based on proposed attendance, effective use of resources, and other factors as determined by CDE. High School grants are calculated at a daily rate of \$10 per student per day for the projected daily attendance over the school year. In the past, awards have been made as five single-year grants. Based on the new law, expiring high school grantees that have adequately performed will have priority in the competition for new funds when

Eligibility and Priorities

Local education agencies (LEAs), community-based organizations (CBOs), cities, counties, public or private entities (including faith-based organizations), or a consortium of two or more of such agencies, organizations or entities are eligible to apply. A school may participate in only one 21st CCLC application for funding. All applicants are required to consult with private schools in the community to gauge whether or not their students will need services through the 21st Century program.

Federal law requires that a majority of students must come from

Schools eligible for Title 1 Schoolwide Programs

Schools that serve 40% or more of students from low-income families eligible for the free and reduced lunch program

CDE may include additional eligibility criteria that would allow the inclusion of schools below the 40% free and reduced threshold, such as feeder school data and other potential measures of need that may not be captured in a school's free and reduced lunch numbers

Priority for funding has, in the past, been given to applications that have been submitted jointly by school districts receiving Title 1 funds and community-based partners, and the application includes all or some school (s) deemed Program Improvement under NCLB. The applicant should include a Memorandum of Understanding describing how both entities were involved in the design of the program and will jointly implement the program.

HIGH SCHOOLS

For high schools, CDE often considers the following when making funding decisions

Strength of the educational element and alignment with state academic standards, preparation for the high school exit examination, and other academic interventions;

Strength of the enrichment element:

Evidence of community collaboration, including demonstrated support of the principal and staff from participating schools:

A description of the manner in which programs will provide a safe physical and emotional environment and opportunities for relationship building, and promote active pupil engagement:

A description of the manner in which the program design will be periodically reexamined in order to maintain strong pupil interest; and

A description of plans to attract pupils, particularly pupils considered at-risk or in need of academic support

ELEMENTARY SCHOOLS

For elementary and middle schools, CDE often considers the following criteria when making funding decisions

Strength of the educational element and alignment with school day activities;

Strength of the enrichment element,

Evidence of community collaboration;

Evidence of how the program will be sustained after 21st Century funding expires; and

Other as determined by CDE

Applicants will be required to certify that they have conducted an assessment of pupils' preferences for program activities, that there are computers available to students, and that opportunities for physical activities and nutritious snacks are available.

Questions about 21st CCLC?

Please contact Katie Brackenrigde, Director, Out of School Time Initiatives katie@partnerforchildren.org >>

Sign Up for Our E-Newsletter

posted 21 october 2011

ESEA Amendment Strengthens 21st CCLC And Supports Community Partners, Local Choice and Expanded Learning Time
The Partnership and CBASS worked closely with Sen. Whitehouse to draft legislation that maintains support for after-school and summer programs, and community partners

Last week the Senate Health, Education, Labor, and Pensions Committee introduced a draft **ESEA** bill that is currently being debated on Capitol Hill. Last night, Oct. 20, 2011, the HELP Committee passed an ESEA reauthorization bill by a vote of 15-7.

We're pleased to share that the **Partnership**, as part of an effort by the Collaborative for Building After School Systems (CBASS), worked closely with the office of Senator Whitehouse to Introduce an amendment to the HELP bill that supports and strengthens 21st Century Community Learning Centers (21st CCLC) in ESEA reauthorization. There is much work still to be done in the reauthorization process, but **this is an important step in maintaining 21st CCLC and supporting out-of-school-time programs** as ESEA reauthorization unfolds.

The legislative changes ensure that ESEA supports expanded learning time and high-quality after-school and summer programs that include community partners and local choice. Here are some of the key elements of the amendment in support of 21st CCLC:

No federal preference or priority on which approach (after-school, summer, expanded learning for some kids, expanded learning for all kids) will be used.

Support for community partners. The amendment strengthens the community-partner requirement, with only a narrow exception for particular rural communities for whom the requirement would be a significant hardship.

Clarity on who can be a fiscal agent. The Whitehouse amendment ensures that either the district or nonprofit partner can be the lead fiscal agent.

Support for quality programs as well as innovation. New language ensures that effective and innovative approaches to programs can be utilized by grantees.

We'll continue to work to strengthen 21st CCLC as ESEA moves forward. Among the areas on which we and CBASS will focus is clarifying the definition of expanded learning time to make sure it's inclusive of enrichment activities, community partners and is focused on ELT design, not whole school redesign.

To learn more about our vision for 21st CCLC in ESEA reauthorization, please refer to the CBASS letter of Oct. 13 to Senators Harkin and Enzi in response to the draft HELP bill.

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495 Jones Ave., Brookfield Ann Oakland, CA 94603

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Community Schools, Thriving Students PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

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	2. Ensure contractor has <u>OUSD Vendor Number</u> and meets the <u>consultant requirements</u> (including insurance and background check)										
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