Board Office Use: Legislative File Info.					
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Community Schools, Thriving Students

Memo

То

From

The Board of Education

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)

6-26-13.ff

Subject	Professional Services Contract - <u>East Oakland Youth Developmer Oakland</u> CA (contractor, City State) 922/Family, School, and Community Partnerships Department (site/department)
Action Requested	Ratification of a professional services contract between Oakland Unified School District and East Oakland Youth Development Center Services to be primarily provided to <u>922/Family, School, and Community Partnerst</u> for the period of <u>07/01/2013</u> through <u>08/02/2013</u> .
Background A one paragraph explanation of why the consultant's services are needed.	In April, 2013, the CA Department of Education notified OUSD that our 21st Century Community Learning Center (21st CCLC) grant applications would be awarded funding, beginning in FY 2013-14. OUSD's new grant awards include Supplemental Funding to support summer learning programs, operated in partnership between schools and community organizations. In order to fulfill the grant requirements, OUSD is contracting with existing after school lead agency partners to provide enhanced and increased summer services for students unserved by OUSD Summer School programs. In partnership with the host school's summer learning program, the community partner will provide 6 hours of daily summer learning and enrichment opportunities for students.
Discussion One paragraph summary of the scope of work.	Ratification by the Board of Education of a Professional Services Contract between the District and East Bay Asian Youth Center, Oakland, CA, for the latter to work in partnership with the regular summer school program at East Oakland Pride to expand and enhance summer enrichment and support services for students who are unserved by the OUSD summer school program due to lack of summer school capacity; contractor will work collaboratively with the host school to ensure that these additional students receive 6 hours of daily summer learning, enrichment, physical activity, and support services for 5 weeks in the summer for the period of July 1, 2013 through August 2, 2013, in an amount not to exceed \$28,463.00.
Recommendation	Ratification of professional services contract between Oakland Unified School District and East Oakland Youth Development Center Services to be primarily provided to <u>922/Family, School, and Community Partners</u> for the period of <u>07/01/2013</u> through <u>08/02/2013</u> .
Fiscal Impact	Funding resource name (please spell out) 21st CCLC not to exceed \$ 28,463.00
Attachments	 Professional Services Contract including scope of work Fingerprint/Background Check Certification Commercial General Liability Insurance Certification TB screening documentation Statement of qualifications



CONTRACT JUSTIFICATION FORM This Form Shall Be Submitted to the Board Office With Every Consent Agenda Contract.

Legislative File ID No. 16-1352
Department: 922/Community Schools and Student Services Department
Vendor Name: Ujimaa Foundation
Contract Term: Start Date: June 19, 2016 End Date: August 19, 2016
Annual Cost: \$ 37,440.00
Approved by: Julie McCalmont
Is Vendor a local Oakland business? Yes 🖌 No
Why was this Vendor selected?
This organization has demonstrated experience providing high quality youth development programming, including summer enrichment services, to Oakland students. This organization has worked closely in collaboration with the OUSD Expanded Learning Office to prepare for serving in the lead agency role for an OUSD summer hub. This organization has been successful in leveraging additional dollars and resources to operate a high quality summer program.
Summarize the services this Vendor will be providing.
Consultant will work in partnership with the Title 1-funded morning summer school program in order to provide an additional three hours of afternoon enrichment, including STEM learning, physical activity, arts learning, and other summer learning opportunities for students; program activities will be based on youth development best practices, and will be modeled after successful after school enrichment services provided by the contractor; participating students will be able to experience a full day, 6 hour summer learning opportunity as a result of the partnership between the contractor and the morning summer school program.
Summer School Hub: Allendale Elementary School
Was this contract competitively bid? Yes 🖌 No
If No, answer the following:
1) How did you determine the price is competitive?
The OUSD Expanded Learning Office disseminated a summer lead agency application to Oakland's community of after school and summer providers in December 2015. We reviewed applications and selected partners based on their experience and based on previous summer data regarding each organization's ability to run high quality programming and maintain strong attendance over the summer. We also reviewed each organization's capacity to leverage additional resources to augment contracted funds to run the summer program.

2)	Pleas	se check the competitive bid exception relied upon:
		Educational Materials
		Special Services contracts for financial, economic, accounting, legal or administrative services
		CUPCCAA exception (Uniform Public Construction Cost Accounting Act)
		Professional Service Agreements of less than \$87,800 (increases a small amount on January 1 of each year)
		Construction related Professional Services such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
		Energy conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
		Emergency contracts [requires Board resolution declaring an emergency]
		Technology contracts
		electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
		contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
		Western States Contracting Alliance Contracts (WSCA)
		California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
		Piggyback" Contracts with other governmental entities
		Perishable Food
		Sole Source
		Change Order for Material and Supplies if the cost agreed upon in writing does not exceed ten percent of the original contract price
		Other, please provide specific exception

Board Office Use: Leg	islative File Info.
File ID Number	13-1352
Introduction Date	6-210-13
Enactment Number	13-1173
Enactment Date	6-26-130



PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between the Oakland Unified School District (OUSD) and <u>East Oakland Youth Development Center</u> (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- 1. Services: The CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
- Terms: CONTRACTOR shall commence work on <u>07/01/2013</u>, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,500, whichever is later. The work shall be completed no later than <u>08/02/2013</u>.
- 3. Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed <u>Twenty Eight Thousand, Four Hundred, Sixty Three</u> Dollars (\$<u>28,463.00</u>). 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: <u>N/A</u>

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*: <u>N/A</u> which shall not exceed a total cost of \$_____.
- 6. CONTRACTOR Qualifications / Performance of Services.

CONTRACTOR Qualifications. CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and,/or regulations, as they may apply.

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

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

Professional Services Contract OUSD Representative:	CONTRACTOR:	
Name: Julia Ma	Name: Regina Jackson	
Site /Dept.:922/Family, School, and Community Partnerships De	Title: President & CEO	
Address: 746 Grand Avenue	Address: 8200 International Boulevard	
Oakland, CA 94610	Oakland CA 94621	
Phone: (510) 273-1541	Phone: (510) 569-8088	

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

8. Invoicing

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

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

10. Insurance:

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

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

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

OR

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

Professional Services Contract

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

Contractor initial:

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

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

Professional Services Contract

- 22. Limitation of OUSD Liability. Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. Confidentiality. The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and o nly 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 ac tual 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 ap proved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/epls/search.do)

Summary of terms and compensation:

Anticipated start date: 07/01/2013

Work shall be completed by: 08/02/2013

Total Fee: \$28,463.00

OAKLAND UNIFIED SCHOOL DISTRICT **President, Board of Education**

Superintendent or Designee

setary, Board of Education

Regina Jackson

Contractor Signature

CONTRACTOR

Datě

President & CEO

Print Name, Title

Rev. 5/2013 v1

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 East Bay Asian Youth Center, Oakland, CA, for the latter to work in partnership with the regular summer school program at East Oakland Pride to expand and enhance summer enrichment and support services for students who are unserved by the OUSD summer school program due to lack of summer school capacity; contractor will work collaboratively with the host school to ensure that these additional students receive 6 hours of daily summer learning, enrichment, physical activity, and support services for 5 weeks in the summer for the period of July 1, 2013 through August 2, 2013, in the amount of \$28,463.00.

SCOPE OF WORK

East Oakland Youth Development Center will provide a maximum of _____ hours of services at a rate of \$_____ per hour for a total not to exceed \$28,463.00 ____. Services are anticipated to begin on 07/01/2013 _____ and end on 08/02/2013 _____.

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

This contractor will provide at least 6 hours of daily summer learning, enrichment, physical activity, and support services for students during 5 weeks of summer. The contractor will work in partnership with the host school on program outreach efforts, to ensure that students unable to have a slot in summer school can access this summer learning program. Program activities will be based on youth development best practices, and will be modeled after successful after school enrichment services provided by the contractor. The contractor will abide by all 21st Century grant requirements detailed in the standard after school Lead Agency MOU. Specific summer program activities are outlined in the attached Summer Program Plan.

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.

Summer learning programs are critical in countering summer learning loss in students. Students will greatly benefit from the opportunity to participate in a full 6-hour summer learning program. The summer learning program will provide students with a safe and supportive place to spend their summer. Students' physical and social-emotional health and well-being will be supported through the summer program's academic, enrichment, and support services. As a result of the summer learning program, students will return to school in the fall feeling more engaged in learning, more connected to the school community, and less affected by summer learning loss. As a result, students will be more prepared to engage in a new school year of learning and more ready to attend school on a daily basis.

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

Professional Services Contract

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

21ST CENTURY SUMMER AND SUPPLEMENTAL BUDGET PLANNING SPREA

ELEMENTARY & MIDDLE SCHOOLS 04.2013 Number of Summer Program Days: 24 July 1-August 2	73	Ave # of anticipated students served per day for summer program		
Number of Supplemental Program Days (including weekends, intercession, and non-school days):	0	Ave # of anticipated students served per day for Supplemental Program Days:		

Site Name:	EOYDC & East Oakland Pride	7	21CCL0	CSUMMER		SCHOOL YEAR SUPPLEMENT
Site #:			Resource 4214	4, Program		Program
		%	OUSD	Lead Agency	%	OUSD
	TOTAL GRANT AWARD		\$26,3	280		\$0
	COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL,					
SUPPLIES			¢1 051			\$0
	OUSD Indirect (5%) OUSD ASPO admin, evaluation, and training/technical		\$1,251			\$0
-	assistance costs		\$1,637			\$0
	Custodial Staffing and Supplies at 3.17%		\$742			\$0
	TOTAL SITE ALLOCATION	20	\$22,6	650	-	\$0
BENEFITS						
3000's	Lead Agency benefits (rate: 25 %)			\$0		
	Total benefits		\$0	\$0	2000	\$0
BOOKS	ND SUPPLIES					
4310	Supplies (can be purchased by lead agency for summer supplemental programming)					
4310	Curriculum					
5829	Field Trips (5)			\$4,150	-	
4420	Equipment (OUSD only)					
	Bus Transportation (5)			\$5,250		
1 million (1	Total books and supplies		\$0	\$9,400		\$0
CONTRAC	TED SERVICES					
5825	Site Coordinator (1-Teresa)			\$2,000		
5825	Academic Instructors (9 instructors \$10 4 hours daily for 5 weeks)			\$9,000		
5825	Enrichment Facilitators (4 Artists & Residents \$30 per hour)			\$1,500		
5825	Subcontractors (please list each specific subcontracting agency)					
5825						
5825						
5825						
5825						
5825				-		
5825				-		
5825		_	-			
5825	Total services		60	\$40 500		60
	Total services		\$0	\$12,500		\$0
N-KIND D	RECT SERVICES					

2013-2014 Elementary/Middle School After School Program Budget

	TOTAL GRANT AWARD/ALLOCATION TO SITE		\$26,28	0		\$0
	BALANCE remaining to allocate		\$0			\$0
	Total BUDGETED	100	\$26,28	0	#DIV/0!	\$0
	Total budgeted per column		\$3,630	\$22,650		\$0
TOTALS					_	
-	Subtotals Admin/Indirect	15	\$3,237	\$750	#DIV/0!	\$0
-	Subtotals DIRECT SERVICE	85	\$393	\$21,900	#DIV/0!	\$0
SUBTOT	TALS					
	Lead Agency admin (4% max of total contracted \$)	144		\$750		
EAD A	GENCY ADMINISTRATIVE COSTS					
5825	Total value of in-kind direct services	-				
5825	Subcontracted Services (5 interns \$400 each)			\$2,000		

Required Signatures for Budget Approval:

Carto Johna	Date: 5/30/13
AR	Date: 5 30 13
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OUSD 21ST CENTURY COMMUNITY LEARNING CENTER (21ST CCLC) SUMMER AND SUPPLEMENTAL PROGRAM PLANNING TEMPLATE **SUMMER 2013** SECTION 1: School Site Information Date: 5/23/2013 School Site: East Oakland Pride Principal Signature: Summer Lead Agency Signature: EOYDC Summer Site Coordinator Name (if known at this time): Regina Jackson SECTION 2: Learning Goals of Summer Program and intended impacts for participating students. Indicate which OUSD Summer Learning Goals will be supported with this program (select at least one goal for each of the three categories below): Academics: x Participants understand how reading, writing and math apply to daily life. x Participants improve their organizational skills. **Physical Activity:** _x_ Participants are physically active and experience at least 30 minutes of moderate to vigorous activity daily. x Participants learn ways to maintain good health and well-being over the summer. Social/Emotional: x Participants feel safe. x Participants have a sense of belonging to the program. x Participants have supportive relationships with adults. _x_ Participants experience positive social interactions with peers and caring adults. x Participants transitioning to a new school become familiar with the new school's culture, rules, and students. Identify any other learning goals your program will focus on this summer: Character Development, Conflict Resolution, Leadership

OUSD Summer Enrichment Programs Summer 2013

Type of Enrichment	Description of Program/Activity	Targeted Skills	Measurable Outcome
English & Language Arts	These workshops will be led by Youth Leaders and tutors. They will focus on developing English language and writing skills through interactive projects such as spelling bees, word games, personal reflection, storytelling and reading activities	 x College/Career Readiness Social Skills/Conflict Res. Leadership x Academic (specify) Health/Fitness Other (specify) 	Students will learn to expand language concepts and vocabulary through creative engagement and interactive engagement.
Health and Wellness	The cooking series provides education and nutrition, measurement, safety and team building skills. Students cook a variety of meals and build menus to expand their pallett. Access to a fitness program that provides a fully functioning gym, sports equipment, and skill building for a healthy life style.	 College/Career Readiness Social Skills/Conflict Res. x Leadership Academic (specify) x Health/Fitness Other (specify) 	Students will learn fundamental nutrition concepts and development healthy fitness habits through active play.
Arts	Programming designed to encourage engagement with the arts and music. Will offer youth artistic resources and expert instruction in ceramics, drawing, painting, African dance, fashion and guidance in other forms of expression.	 College/Career Readiness Social Skills/Conflict Res. Leadership x Academic (specify) Health/Fitness x Other (specify) 	Students will learn to expand visual, performing art concepts through active engagement and special project development.
Science and Math	These workshops are led by EOYDC Youth Leaders and Tutors and will focus on supplementing, supporting and increasing students' knowledge and understanding of	x□ College/Career Readiness □ Social Skills/Conflict Res. □ Leadership	Students will learn through activities basic understanding of science technology and math

Summer enrichment programs will augment and complement OUSD morning academic summer learning programs to provide

Enrichment activities can provide students with the opportunity to apply their classroom learning in a real, hands-on way.

Enrichment activities can intentionally and creatively build skills that support students' success in school and in life. Enrichment activities often support school goals for health and wellness, positive school climate, arts learning, and student engagement.

Summer Programs should provide students with both enrichment opportunities, and at least 30 minutes of moderate to vigorous

SECTION 3: SUMMER CALENDAR and DAILY PROGRAM SCHEDULE

students with a full day 6 hour day of summer learning for 4 weeks of the summer.

physical activity daily. Please described planned enrichment and physical activities

SECTION 4: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

Submit summer calendar and daily summer program schedule as an attachment.

STEM topics. Students will work on s project based activities that can be ea at home. This program offers access computer technologies and provides fundamental computer literacy skills a thrive in today's world.	asily done to training on	x□ Academic (specify) □ Health/Fitness □ Other (specify)	concepts students will break down barriers and assumptions using critical thinking skills and project development.
SECTION 5 : Coordination with Morning program and The 21 st Century grant funds will allow schools to expand th an additional 3 hours of afternoon enrichment and physical learning program. To ensure a seamless program for stude partners should work closely together to plan an integrated leverage additional community resources to meet the holist	neir Title 1-fi activity, pro ents and fan full day prog	unded morning summe viding students with a nilies, school leadershi gram. Additionally, su	full-day, 6 hour summer p and after school mmer programs should
Identify how you plan to work with the site administration to organize a program that will seamlessly transition students from the morning to afternoon programming.	N/A		
Identify ways in which you will intentionally bridge the communication between the morning and afternoon programs.	N/A		
communication between the morning and afternoon	Oakland F Wild Thing Hop Along Alameda (Alameda (ire and Police Departn is Incorporated Animal Rescue County Soda free sumr County Fair Bay Aquarium	

our school (ie. school psychologist, School Based Health
Center staff, counselor, mental health therapist, school
nurse, parent liaison, etc.) whom you will actively
collaborate with to accomplish the goals of your program.

Section 6: Summer Program Expectations

Please review the following summer program requirements:

21st Century Supplemental grant funds will augment Title 1 school funds to provide students with a full day, 6-hour program over the summer. Students must participate in both the morning and afternoon components of the program which will run from 8:30 am- 3:15pm. OUSD summer programs will operate from June 24, 2013 - July 19, 2013 (programs will be closed for July 4th holiday). There must be a 20:1 student to teacher ratio that is maintained throughout the program. The Afternoon Enrichment program will be carried out by the Lead Agency partner from 12:30 - 3:15 pm daily. The building must be empty of students and staff by 3:45pm so that the custodian will lock the building at 4pm. All Supplemental programs, including summer programs, must comply with the same grant requirements that apply to ASES and 21st Century after school programs.

Section 7: Supplemental Programming during the School Year (Weekends, Intercession, and other Non-School Days)

If your school plans to utilize 21st Century Supplemental grant funds during the school year to provide programming during the weekends, intercession breaks, or other non-school days, please describe Supplemental Program Plans, including number of days of Supplemental programming, and anticipated average daily attendance numbers:

re of Principal: Carl John Date: 5/30/13

OUSD Summer Enrichment Programs Summer 2013

Signature of Lead Agency Partner: Regina Jackson	Date: 5/22/2013

MONDAY

	6&7	8&9	10&11	12&13
10am-11am	CREATIVE WRITING/READING <i>Portable 3</i>	HEALTH & WELLNESS Portable 2	LIFE SKILLS (A) Portable 1 FASHION (B) Portable 4	ART Portable 5
11am-12pm	HEALTH & WELLNESS Portable 2	COMPUTERS (A) Computer Lab CREATIVE WRITING/ READING (B) Portable 3	ART Portable 5	LIFE SKILLS (A) Portable 1 FASHION (B) Portable 4
12pm-12:30pm	LUNCH	LUNCH	YARD	YARD
12:30pm-1pm	YARD	YARD	LUNCH	LUNCH
1pm-2pm	LIFE SKILLS (A) Portable 1 FASHION (B) Portable 4	ART Portable 5	COMPUTERS (A) Computer Lab CREATIVE WRITING/ READING (B) Portable 3	HEALTH & WELLNESS Portable 2
2pm-3pm	ART Portable 5	LIFE SKILLS (A) Portable 1 FASHION (B) Portable 4	HEALTH & WELLNESS Portable 2	COMPUTERS (A) Computer Lab CREATIVE WRITING/ READING (B) Portable 3
3pm-4pm	FREE CHOICE COMPUTERS Computer Lab	FREE CHOICE ART/ FASHION Portable 5	FREE CHOICE DRAMA Portable 3 SCIENCE Portable 1	FREE CHOICE DANCE Multipurpose Room HEALTH & WELLNESS Portable 2

TUESDAY

	6&7	8&9	10&11	12&13
10am-11am	SCIENCE (A) Portable 5 DANCE Multipurpose Room	COMPUTERS (B) Computer Lab CREATIVE WRITING/ READING (A) Portable 3	MATH (A) Portable 4 Life Skills (B) Portable 1	HEALTH & WELLNESS Portable 2
11am-12pm	CREATIVE WRITING/ READING <i>Portable 3</i>	SCIENCE (A) Portable 5 DANCE (B) Multipurpose Room	HEALTH & WELLNESS Portable 2	MATH (A) Portable 4 Life Skills (B) Portable 1
12pm-12:30pm	LUNCH	LUNCH	YARD	YARD
12:30pm-1pm	YARD	YARD	LUNCH	LUNCH
1pm-2pm	MATH (A) Portable 4 Life Skills (B) Portable 1	HEALTH & WELLNESS Portable 2	SCIENCE (A) Portable 5 DANCE (B) Multipurpose Room	COMPUTERS (B) Computer Lab CREATIVE WRITING/ READING (A) Portable 3
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3pm-4pm	FREE CHOICE COMPUTERS Computer Lab	FREE CHOICE ART/ FASHION Portable 5	FREE CHOICE DRAMA Portable 3 SCIENCE	FREE CHOICE DANCE Multipurpose Room HEALTH & WELLNESS

Portable 1	Portable 2

WEDNESDAY

	6&7	8&9	10&11	12&13
10am-11am	CREATIVE WRITING/READING <i>Portable 3</i>	HEALTH & WELLNESS Portable 2	LIFE SKILLS (A) Portable 1 FASHION (B) Portable 4	ART Portable 5
11am-12pm	HEALTH & WELLNESS Portable 2	COMPUTERS (A) Computer Lab CREATIVE WRITING/ READING (B) Portable 3	ART Portable 5	LIFE SKILLS (A) Portable 1 FASHION (B) Portable 4
12pm-12:30pm	LUNCH	LUNCH	YARD	YARD
12:30pm-1pm	YARD	YARD	LUNCH	LUNCH
1pm-2pm	LIFE SKILLS (A) Portable 1 FASHION (B) Portable 4	ART Portable 5	COMPUTERS (A) Computer Lab CREATIVE WRITING/ READING (B) Portable 3	HEALTH & WELLNESS Portable 2
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3pm-4pm	FREE CHOICE COMPUTERS Computer Lab	FREE CHOICE ART/ FASHION Portable 5	FREE CHOICE DRAMA Portable 3 SCIENCE	FREE CHOICE DANCE Multipurpose Room HEALTH & WELLNESS

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11am-12pm	CREATIVE WRITING/ READING Portable 3	SCIENCE (A) Portable 5 DANCE (B) Multipurpose Room	HEALTH & WELLNESS Portable 2	MATH (A) Portable 4 Life Skills (B) Portable 1
12pm-12:30pm	LUNCH	LUNCH	YARD	YARD
12:30pm-1pm	YARD	YARD	LUNCH	LUNCH
1pm-2pm	MATH (A) Portable 4 Life Skills (B) Portable 1	HEALTH & WELLNESS Portable 2	SCIENCE (A) Portable 5 DANCE (B) Multipurpose Room	COMPUTERS (B) Computer Lab CREATIVE WRITING/ READING (A) Portable 3
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3pm-4pm	FREE CHOICE COMPUTERS Computer Lab	FREE CHOICE ART/ FASHION Portable 5	FREE CHOICE DRAMA Portable 3	FREE CHOICE DANCE Multipurpose Room HEALTH &

WELLNESS	Portable 2
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CERTIFICATE OF LIABILITY INSURANCE

CERTIFICATE OF LIAD	1LITT INJUKANCE 4/4/2013
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION CMLY AND COMP CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND O BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A COM	OR ALTER THE COVERAGE AFFORDED BY THE POLICIES
REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ins) the terms and conditions of the policy, carbin policies may registre an endorsame cardinate bolder in lies of such endorsamential.	
PRODUCER	CONTRACT
Debra Bell Insurance Services	PHONE (510) 568-9442 (AC, No. 1510) 380-513
4100 10 Redwood Rd PMB 319	DARK.
oakland, ca 94619	ADDRESS: PRODUCER
	CUSTOMER ID #
	NELFER A: Non Profits Insurance Alliance
Hast Oakland Youth Development Center	NGUNER 8:
8200 International Blvd	INSURER C
	NEARER D:
Oakland, CA 94621	NEARCH C.
() -569-8088	NEWER E:
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:
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	OAKLAND, CA 94606										

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EAST OAKLAND YOUTH DEVELOPMENT CENTER

For more information, contact: Ms. Regina Jackson, President and CEO East Oakland Youth Development Center 8200 International Blvd., Oakland, CA 94621 510-569-8088 | regina@eoydc.org | www.eoydc.org

The East Oakland Youth Development Center (EOYDC) is a community-based nonprofit agency dedicated to developing the social and leadership capacities of youth & young adults (ages 6 - 24) so that they are prepared for employment, higher education, & leadership opportunities.

Since 1978, EOYDC has been a safe haven in Oakland's "killer corridor." EOYDC is a welcome presence for more than 2,000 at-risk young people annually in the Elmhurst district of East Oakland, a community that struggles to overcome widespread poverty, rampant crime, low educational attainment, high unemployment, and poor health outcomes.

Five days per week, EOYDC offers free, comprehensive, research-based youth development programs and services to meet the emotional, physical, intellectual, and economic needs of its participants. EOYDC's core programs include job training and leadership development (*Project JOY* – Job Opportunities for Youth), education empowerment, arts education, and physical development.

Fundamental to all of the programs and activities at EOYDC is a theory of change that emphasizes three elements of success – character building, readiness, and access – so that program participants may become social ambassadors of positive change in their respective communities, throughout their lives.

"The Center taught me to value my gifts and talents and see beyond my circumstances." - Selena Wilson EOYDC member since 1989 EOYDC youth are 49% male, 51% female; and largely African-American (70%) and Latino (20%). Over 80% are age 19 and younger. Approximately 80% of EOYDC youth qualify for free lunches.

EOYDC is a community-based solution for solving social injustice and inequality, and a national model for youth development and youth-led mentoring. EOYDC nurtures youth and young adults with the skills, training and values they need to become dynamic leaders and responsible citizens.

Brotherhood Across America: Youth-Led Mentoring for Developing a College-Bound Culture

A key program at EOYDC is Pathway to College (PTC). Serving an estimated 350 young people every year, PTC guides students, both re-entry and high school age, through the rigors of transitioning to college. PTC provides academic counseling, scholarship assistance, college tours, workshops and internships to introduce an array of human and social service professions and opportunities, SAT testing, personal statement reviews, and financial aid counseling. Alumni mentors are also available to work one-on-one with students to help them achieve their academic goals.

Each year, EOYDC celebrates at least 30 graduating high school seniors who effectively become part of the organization's *Brotherhood Across America* network of alumni. Imbued with a strong sense of loyalty and responsibility to contribute to their community wherever they go, these young adults provide critical role modeling and mentoring to their younger peers at EOYDC.

EOYDC's alumni mentors in *Brotherhood Across America* are undergraduate and graduate students in dozens of states, in a wide variety of fields, including business, law, social sciences, and the arts. Nearly 20% attend Historically Black Colleges, such as Morehouse and Clark Atlanta. Other EOYDC alumni are students at UC Berkeley, Harvard University, New York University, Georgetown University, Northwestern University, University of Michigan, among many other institutions.

"EOYDC taught me not to be afraid of my potential." – Javarte Bobino EOYDC member since 1999

Impact: 100% of young people who successfully complete EOYDC's Pathway to College program matriculate to two- and four-year colleges and universities; 96% of these students graduate from those institutions. Approximately half of these college graduates return to participate as alumni mentors in *Brotherhood Across America*. Upon graduation, many of these young people enter service-oriented careers as teachers, social workers, fire fighters, doctors, lawyers, and nonprofit professionals.



Community Schools, Thriving Students PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2013-2014

	Ada	litional dir	rectior	ns and	related			Direct		ns Libra	ry (http://	Vintranet.ousd.	k12.ca.u	s)
	Ser	vices ca	nnot	be pro	vided u	intil the cont	ract is	fully ap	proved a	nd a Pu	rchase (Order has bee	n issued	
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued. 1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.														
	2. Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)													
	 Contractor and OUSD contract originator complete the contract packet together and attach required attachments. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement. 													
Attac	chment					HRSS Pre-Co								
For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/portal/public/SAM/)														
	For All Consultants: Statement of qualifications (organization); or resume (individual consultant).													
	 For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured. For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract) 													
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Tele	phone	(510	0) 569	9-8088				Email	(required)	regina	Deoydc.	org		-
	Contractor History Previously been an OUSD contractor? I Yes No Worked as an OUSD employee? Yes No													
Compensation and Terms – Must be within the OUSD Billing Guidelines Anticipated start date 07/01/2013 Date work will end 08/02/2013 Other Expenses \$														
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1										(510) 273-1551				
1.	Site / Department 922/Family, School, and Community Partnerships Department Fax							-						
	Signature Date Approved 5/31/13											v Partnershine		
	Resource Manager, if using funds managed by: State and Federal Quality, Community, School Development Family, Schools, and Community Partnerships													
2.	Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)													
										Ekili	1)			
_	Signature (if using multiple restricted resources) Maneadan Date Approved 5/3/13													
	Regional Executive Officer Services described in the scope of work align with needs of department or school site													
3.	Consultant is qualified to provide services described in the scope of work													
	Signature Jution Janky Date Approved 6.7.13													
4. Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under														
	Signature		uria		San		-			Date Ap	oproved	6-12	- 201	3
5.		-			-	ature on the leg	gal conti	ract					_	
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