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File ID Number	14-0571
Introduction Date	4-23-14
Enactment Number	14-0648
Enactment Date	4-23-14



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Gary Yee, Ed.D., Acting Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action *M. Santos*
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting

Date

(To be completed by
Procurement)

4/23/14

Subject

Consultant Services Agreement - Santa Clara County Office of Education -
(contractor) - Behavioral Health Initiatives - 922/Family, School, and Community
Partnerships Department (site/department)

Action Requested

Approval of a Consultant Services Agreement between Oakland Unified School District and Santa Clara County Office of Education, San Jose, CA, to be primarily provided via the Family, School, and Community Partnerships Department for the period of October 1, 2013 through August 31, 2014.

Background

*A one paragraph
explanation of why
the consultant's
services are needed.*

The Migrant Education Program is authorized by Part C of Title I, ESEA to provide supplemental support to migrant students. This contract funds the Migrant Education Program at Oakland Unified School District. Services provided under this contract include supplemental CAHSEE preparation classes, academic counseling, and case management of secondary MEP students to ensure that they on track to graduate.

Discussion

*One paragraph
summary of the
scope of work.*

Approval by the Board of Education of a Consultant Services Agreement between the Santa Clara County Office of Education, San Jose, CA, and the District for the latter to provide supplemental academic counseling, case management, and CAHSEE preparation for eligible Migrant students at the secondary level provided by the Family, School, and Community Partnerships Department for the period of October 1, 2013 through August 31, 2014, in an amount not to exceed \$13,912.00.

Recommendation

Approval of a Consultant Services Agreement between Oakland Unified School District and Santa Clara County Office of Education. Contractual services to be provided by the Family, School, and Community Partnerships Department for the period of October 1, 2013 through August 31, 2014.

Fiscal Impact

Funding resource name (please spell out): Services will be provided by OUSD's Behavioral Health Initiatives and paid for by the Santa Clara County Office of Education in an amount not to exceed \$13,912.00. 0000/Migrant Education-Site Support.

Attachments

Consultant Services Agreement
Exhibit A: Scope of Work
Certificate of Insurance
Academic Service Planning and Evaluation
Budget Detail: Year 2013-2014

all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of Consultant or any of its employees or agents in performance of this contract. Consultant's obligations under preceding sentence shall apply regardless of whether SCCOE or any of its, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost or damages caused solely by the active negligence or by the willful acts of SCCOE.

- b) Specifically regarding professional negligent errors or omissions, Consultant shall indemnify, hold harmless, and defend SCCOE, its officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the SCCOE, Consultant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by SCCOE, Consultant, or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of Consultant in performance of this contract.
 - c) Should Consultant subcontract all or any portion of the work to be performed under this agreement, Consultant shall require each Sub-Consultant to indemnify, hold harmless and defend the SCCOE, its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.
2. **INSURANCE** Throughout the life of this Contract, Consultant shall pay for and maintain in full force and effect with an insurance company(s) (Company) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:
- a) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage, Bodily Injury and Property Damage (including Fire Legal Liability) Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and if written on an Aggregate basis, \$2,000,000 Aggregate limit (CG 0001).
 - i. The Commercial General Liability and Automobile Liability (as appropriate) insurance shall be written on ISO approved occurrence form and endorsed to name: "Santa Clara County Office of Education (SCCOE), its officers, representatives, agents, employees and volunteers are additional insured". ISO Endorsement CG 20 10 11 85 (or equal) is acceptable.
 - ii. The Company shall furnish the Santa Clara County Office of Education with the required certificates of insurance and additional insured endorsement for all required insurance, prior to final execution of the agreement.
 - iii. Address for Mailing certificates, endorsements and notices shall be: Santa Clara County Office of Education, Attn: Risk Management, 1290 Ridder Park Drive (MC262), San Jose, CA 95131-2304
 - b) **PROFESSIONAL ERRORS AND OMISSIONS**, Not less than \$1,000,000 per Occurrence/\$2,000,000 Aggregate (5 yr discovery/reporting tail period coverage). Certificate of Insurance only required.

- c) COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 each occurrence. (CA 0001)
- d) WORKERS' COMPENSATION Insurance as required under the California Labor Code, and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease. Deductibles and Self-Insured Retentions must be declared and are subject to approval by the SCCOE. PLUS Waiver of Subrogation to SCCOE of any claims.

Failure to maintain the required insurance shall be sufficient cause for SCCOE to terminate this Contract. In the event of insurance cancellation, SCCOE reserves the right to purchase insurance, insure (or self-insure) for the above- required coverage at Consultant's full expense.

Should Consultant subcontract all or any portion of the work to be performed in this contract, the Consultant shall cover the Sub-Consultant, and/or require each Sub-Consultant to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any Cancellation, Lapse, Reduction or Change of Sub-Consultants insurance shall have the same impact as described above.

- 3. NON-DISCRIMINATION. No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
- 4. CONFLICT OF INTEREST. Before executing this agreement, Consultant shall disclose to the SCCOE the identities of any board member, officer, or employee of the SCCOE, or relatives thereof, who Consultant knows or should know will have any financial interest resulting from this agreement.
- 5. LICENSE AND AUTHORITY. Consultant will maintain all necessary licenses during the term of this agreement. If other than a natural person, Consultant is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.
- 6. EQUIPMENT AND FACILITIES. Consultant will provide all necessary equipment and facilities to render his/her services pursuant to this agreement, unless otherwise agreed to by the parties.
- 7. EMPLOYMENT OF ADDITIONAL WORKERS BY CONSULTANT. Consultant may, at Consultant's own expense, employ additional workers or Sub-Consultants as necessary for the completion of this agreement and shall maintain workers' compensation insurance as required by state law. SCCOE shall not control, direct, or supervise Consultant's additional workers or Sub-Consultants in the performance of those services. Consultant assumes full and sole responsibility for payment of all compensation and expenses of additional workers or Sub-Consultants, and for all state and federal income tax, unemployment insurance, social security, disability insurance, and other applicable withholdings. Consultant shall not hire employees of the SCCOE for performance of this agreement.
- 8. CONSULTANT SCREENING Consultant shall adhere to the following staff screening requirements and provide SCCOE with evidence of staff screening:
 - a) TUBERCULOSIS SCREENING
 - b) 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 the SCCOE, or acting as independent contractors of Contractor, who may have contact with SCCOE pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees have 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 contact with SCCOE pupils in providing services to the District under this Agreement.

Contractor initial: BAM

9. ASSIGNMENT. Without the written consent of the SCCOE, this agreement is not assignable by the Consultant.
10. SUCCESSORS AND ASSIGNS. This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
11. GOVERNING LAW. The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.
12. WITHHOLDING. The SCCOE shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.
13. CHANGES OR ALTERATIONS. No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the SCCOE.
14. HEADINGS. All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.
15. TERMINATION. The SCCOE may cancel with 30 days' notice for any reason whatsoever.
16. SEVERABILITY. In the event any portion of this agreement shall be held by a Court to be invalid, such holding shall not invalidate the remainder of this agreement.
17. AMBIGUITY. The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
18. COPYRIGHT. Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the SCCOE.
19. EXPENSES. Consultant shall be responsible for all costs and expenses incident to the performance of services for the SCCOE, except as provided by this agreement, including but not limited to: all costs of

equipment provided by the Consultant; all fees, fines, licenses, bonds or taxes required of or imposed against the Consultant; and all other Consultant's costs (travel, lodging, printing, etc.) of doing business.

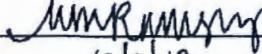
VENDOR IS A CONSULTANT AND NOT AN EMPLOYEE

This agreement is not a contract of employment. At all times the Consultant shall be deemed to be an independent Consultant and is not authorized to bind the SCCOE to any contracts or other obligations, or to state or imply that he or she is an employee or authorized representative of the SCCOE, or to utilize the SCCOE's letterhead or logo without the prior consent of the SCCOE. Each of the following factors, in addition to other provisions of this Agreement, confirms the Consultant's status as an independent Consultant and not an employee. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and SCCOE agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:


INSTRUCTIONS	The SCCOE shall provide job specifications only, and not explicit instructions.
TRAINING	The SCCOE shall not provide any training for workers.
RIGHT TO HIRE OTHERS	The Consultant has the right to hire others to do the actual work.
WORK NOT ESSENTIAL TO SCCOE	The SCCOE's success or continuation does not depend on the services of the Consultant.
OWN WORK HOURS	The Consultant establishes the work hours for the job.
NO CONTINUING RELATIONSHIP	The Consultant will not have a continuing relationship with the SCCOE. If the relationship is frequent, it will be at irregular intervals, on call (no full-time), or whenever work is available.
TIME TO PURSUE OTHER WORK	The Consultant may pursue other work during term of agreement.
JOB LOCATION	The Consultant controls the job location.
ORDER OF WORK	The Consultant determines the order and sequence of the work.
BASIS OF PAYMENT	Payment shall be by the job rather than time expended.
WORK FOR MULTIPLE FIRMS	The Consultant may work for multiple firms simultaneously.
BUSINESS EXPENSES	The Consultant is responsible for own expenses.
OWN TOOLS & EQUIPMENT	Tools and equipment for the job shall be provided by the Consultant.
INVESTMENT NOT REQUIRED	The Consultant will not be required to hire the SCCOE's facilities to perform the work.
SERVICES AVAILABLE TO PUBLIC	The Consultant's services are available to the general public.
RIGHT TO TERMINATE	The Consultant may not be terminated except as allowed for under the agreement.
NON-COMPLETION	The Consultant is not entitled to compensation in case of non-completion.
POSSIBLE PROFIT OR LOSS	The Consultant can make a profit or a loss on the work.
PROGRESS REPORTS	The Consultant will not be required to make progress reports, unless otherwise agreed.

F. **UNDERSTANDING AND ACCEPTANCE OF THE PARTIES** This Agreement constitutes the entire understanding of the parties. Authorized SCCOE and Consultant's signatures below signify both understanding and acceptance of the contract provisions.

G. **AUTHORIZED SCCOE PARTY:**

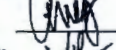
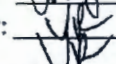
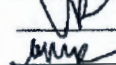
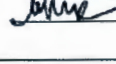
Signature: 
Date Signed: 10/8/13
Print name/title: Angelica Ramsey
Chief Academic Officer
Address: 1290 Ridder Park Drive, MC
San Jose, CA 95131
Phone / Fax: (408) 453-6759
E-Mail Address: veronica_ramos@sccoe.org


CONSULTANT:

Signature: 
Date Signed: 10/9/13
Print name/title: Barbara McQuinn, J.D.
Company Name: Barbara McQuinn Health Law
Consultant, Oakland Unified School District
Phone / Fax: 408-555-3709
E-Mail Address: barbara.mcquinn@barbaramcquinn.com
IES EIN# or SS #: 94-1000000

Distribution: Original to Contracts/Risk Management

SCCOE USE ONLY:

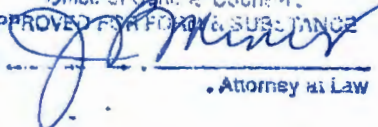
Initiator: 
Manager: 
Director: 
Chief: 

Risk Management 10/9/13
Reviewer: 
Rm# 14-0253

OAKLAND UNIFIED SCHOOL DISTRICT

Office of General Counsel

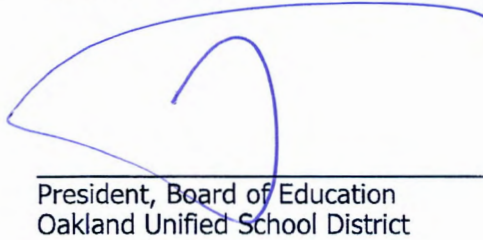
APPROVED FOR FIDELITY & SUBSTANCE

By: 
Attorney at Law

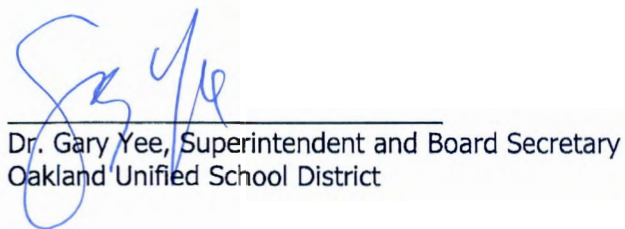
Approval by the Oakland Unified School District



Curtiss Sarikey, Associate Superintendent

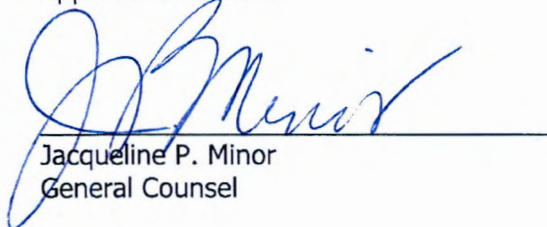


President, Board of Education
Oakland Unified School District



Dr. Gary Yee, Superintendent and Board Secretary
Oakland Unified School District

Approval as to Form



Jacqueline P. Minor
General Counsel

- 2 -

File ID Number: 14-0571
Introduction Date: 4-23-14
Enactment Number: 14-0648
Enactment Date: 4-23-14
Rv:

EXHIBIT "A"
SCOPE OF WORK

Agreement #: _____

Agreement Date: _____

It is mutually agreed by the Santa Clara County Office of Education (SCCOE) and
Oakland School District (Consultant) that the following describes the Scope of
Work to be performed under this contract:

- Implement and evaluate the attached academic service/evaluation (ASPE) within 30 days of final program day
- Hire one supplemental MEP Case Manager for 180 hours (services to be provided to students after the regular school day).
- Hire one supplemental MEP CAHSEE Teacher for 30 days at 1 hour per day (services to be provided to students after the regular school day).
- Assure staff provides services September 15, 2013 through May 31, 2014
- Provide supervision for students at all times
- Maintain and manage a case load of 100% of currently eligible students
- Provide a supplemental program focusing on case management services targeting high school MEP students and families to increase graduation and CAHSEE pass rate, referrals for needed health services, periodic transcript review, orientation to and monitoring of A-G requirements, enrollment support, testing, parent education, and other services as needed
- Provide CAHSEE PASS and other PASS courses provided by a highly qualified secondary level credentialed teacher for identified MEP students needing credit recovery support services
- Administer student CAHSEE PASS and other PASS course quizzes and assessments
- Provide data to the Region 1 advocate for the Secondary Profile and data to be uploaded to MESN
- Review PASS services and support CAHSEE/PASS teacher with curriculum, instruction and additional materials
- Schedule a parent orientation meeting on or around the first day of service
- Make contact and meet with MEP students' parents at least three (3) times per semester to communicate and discuss student academic progress on a regular basis
- Meet with students together with parents at least one (1) time per semester
- Assure case manager attends SCCOE trainings sessions that pertain to case management/PASS program
- Provide all educational materials for students
- Provide translated student information correspondences in Spanish for parents
- Cover all facility costs
- Collect and analyze student academic and attendance data
- Maintain and submit budget expenditures, payroll records, time sheets with invoices

SCCOE Migrant Education Region 1 will:

- Reimburse expenses as per agreement based on actual services delivered up to approved amount
- Provide MEP student lists
- Enter MEP student data onto MESN

Pricing Structure:

Total cost shall not exceed \$13,912

Approved payments submitted on a monthly based on actual operating costs provided per ASPE to Migrant students and families in Oakland Unified

Santa Clara County



Office of Education

**WORKERS' COMPENSATION INSURANCE
CONSULTANT'S
CERTIFICATE OF EXEMPTION**

Barbara McClung doing business as Oakland Unified School District
hereby certify that I understand the requirements of the California Labor Code as they relate to Workers' Compensation Insurance. I certify that during life of this contract, I shall not employ any person in any manner so as to become subject to the Workers' Compensation requirements. In case any work is subcontracted, I shall require my Sub-Consultants similarly to provide Workers' Compensation Insurance for the Sub-Consultants' employees, all in compliance with State laws.

I agree to fully protect the Santa Clara County Office of Education (SCCOE) for any and all injury and death claims arising out of the work performed for the SCCOE. I agree to indemnify the SCCOE for any penalties and losses resulting to it from failure of either I or my Sub-Consultants to take out and maintain such insurance.

If, after making this Certificate of Exemption, I should become subject to the Workers' Compensation provisions of the Labor Code, I agree to forthwith comply with such provisions or this contract shall be deemed revoked.

Signature

Barbara McClung
(Name)

9/25/13
(Date)

Name (Print)

Barbara McClung

Title

Director, Behavioral Health, Oakland Unified School District

Address

746 Grand Avenue

City, State

Oakland, CA 94610

Phone

415-533-3709

(Rev 3/2004)

ASPE (Academic Service Planning/Evaluation)

Complete one ASPE form for each High Quality Intervention

Complete one ASPE budget form for each High Quality Academic Intervention

Use the blue-shaded area to evaluate the SMART objective at completion of project

Regular Year ☒ Summer ☐ YEAR: 2013-2014

PROJECT NAME: Oakland MEP High School Supplemental Support

PROJECT COST (must match projected amount on budget form): \$13,912

PROPOSED AREA OF SERVICE:

School Readiness		English Language Arts		Mathematics		High School Graduation	X
OSY		Health	X	Parent Involvement	X	I&R	

Brief Description of Proposed Service: OUSD will to provide targeted case management services for our high school MEP students and families to increase graduation and CAHSEE pass rates. Services and supports will be provided by a bilingual, certificated school case manager and will include outreach, academic case management support, assessment and referral for academic and medical services, periodic transcript review, orientation to and monitoring of A-G requirements, enrollment support, testing, parent education and consultation, college orientation, etc. Credit recovery in all academic areas supported with a certificated teacher

Start Date:	8/19/13	End Date:	6/30/14
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COORDINATION AND COLLABORATION:

Describe how this academic intervention supplements other district core and categorical services.

District's core and categorical services do not include case management. Because of frequent and extended absences from school, Migrant students need additional supports to accrue lost credits and instructional time, increase EL proficiency, adequately prepare for CAHSEE, address and resolve medical needs that may interfere with attendance and achievement, and to understand and acquire the correct class schedules to meet A-G requirements. Students also need additional support with college admissions and career/vocational placement upon graduation. Through supplemental academic case management, Migrant students will have greater access to the general education curriculum and fewer barriers to academic achievement.

DATA ANALYSIS

Describe how this intervention is based on the analysis of district and student data

The district data trend over multiple years indicated that Migrant students have lower CAHSEE pass rates and lower graduation rates than the district Mean.

PARTICIPANTS TO BE SERVED:

Grade	Projected # Participants				Actual # Participants			
	Parents	PFS	Non-PFS	TOTAL	Parents	PFS	Non-PFS	TOTAL
9	10		5	5				
10	10		5	5				
11	4		2	2				
12	12		6	6				
TOTALS	36		18	18 (or 100% of currently eligible students)				

STAFFING (must match budget page):

Title	Projected #	Actual #	Specialty Field (EL, Math)/Comments
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Case Manager	1		Academic Case Management
Certificated Teacher	1		PASS CAHSEE Prep Course Instructor

PROJECT DURATION

Instructional Days	# Instructional Hours/Day	Total Projected # Instructional Hrs.	Actual # Instructional Hrs.
180	1	180	

RESEARCH BASED CURRICULUM/STRATEGIES:

Grade Level/Cluster	Curriculum Description	Instructional Strategies
9-12 th grade	Targeted Case Management for Migrant	Academic Case Management, parent education, referral to supplemental tutoring and PASS CAHSEE prep
9-12 th grade	PASS CAHSEE PASS courses	Intensive PASS CAHSEE Preparation -- Math and ELA PASS course guidance, targeted instruction

ASSESSMENT TOOL:

Grade Level/Cluster	Assessment Tool Name	What Does Tool Assess?
9-12	PASS CAHSEE assessment Course PASS assessment	Math and EL Proficiency Course Content material

EXPECTED OUTCOMES:

Assessment Tool	Targeted Outcome	% Projected Participants to Reach Targeted Outcome	Actual % that reached targeted outcome	Target Met, Not Met, Partially Met?	Why Not/Comments:
CAHSEE PASS assessment Needed PASS courses assessments	Earn a minimum of 5 credits	90% of the students will earn a minimum of 5 credits			

TECHNOLOGY (Optional):

Describe How Technology will be incorporated into the project
N/A

PARENT INVOLVEMENT:

Describe Parent Involvement Plans (Workshops, Orientation, graduation, home visits, daily phone calls for attendance, etc.)
The case manager will involve parents and help them to participate in services that will help guide student at each marking period to review grades, course schedules, test results, and to gain information on college entrance requirements and supports.

OTHER

Describe Other Expenses Related to this Activity (i.e. transportation, materials, entry fees, etc)
N/A

When project ends, complete the blue-shaded areas above that indicate Actual Outcomes

Complete and submit the final document 2 weeks after project end-date.

Migrant Education, Region 1

Regular Year X Summer ☐ YEAR: 2013-2014

BUDGET DETAIL

Please follow regional protocol regarding object codes, making sure that they reflect the district's general ledger.

District Name:	Oakland Unified	Projected Expense:	\$ 13,912
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Salary and Benefits											
RY	S1	S2	Object	Description	FTE	Hours	Days	Rate	Salary Total	Benefits	Total
X			1900	MEP Case Manager	1	180		40/hr	\$ 7,200	\$ 1,800	\$ 9,000.00
X			1120	Supplemental Teacher - CAHSEE/PASS	1	3	30	30/hr	\$ 2,700	\$ 810	\$ 3,510.00
									\$ -		\$ -
									\$ -		\$ -
Salary and Benefits Total										\$	12,510.00
Other Expenses											
RY	S1	S2	Object	Description							
X			4300	Instructional Materials and supplies							\$ 750
Other Expenses Total										\$	750
TOTAL PROPOSED EXPENSES										\$	13,260
Indirect Cost										5.17%	\$ 651.84
TOTAL COST OF PROPOSED SERVICE (Must match projected expense)									\$	13,912	\$ 13,912