

Board Office Use: Legislative File Info.	
File ID Number:	16-2697
Introduction Date:	01/11/2017
Enactment Number:	
Enactment Date:	



Memo

To: Board of Education
From: Antwan Wilson, Superintendent
Board Meeting Date: 01/11/2017
Subject: Professional Service Contract
Contractor: Oakland Kids First of Oakland, CA
Services for: 302-FREMONT HIGH

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Oakland Kids First, Oakland, CA, for the latter to provide: Oakland Kids First will provide workshops on civic engagement and social movements for youth mentors in the leadership class, provide workshops on graduation requirements for 9th graders, support an after school student leadership development program, and support positive behavior systems on campus. for the period of 09/01/2016 through 06/30/2017 in an amount not to exceed \$25,283.00.

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

Developing student leadership and awareness is a key aspect of school culture and climate work

Discussion:
 (QUANTIFY what is being purchased.)

Oakland Kids First will provide workshops on civic engagement and social movements for youth mentors in the leadership class, provide workshops on graduation requirements for 9th graders, support an after school student leadership development program, and support positive behavior systems on campus.

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Fiscal Impact: Funding Resource name(s) (detailed below) not to exceed \$25,283.00.

\$25,283.00

MEASURE N

Attachments: Professional Services Contract including Scope of Work



CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.**

Legislative File ID No. 16-2697

Department: 302-FREMONT HIGH

Vendor Name: Oakland Kids First

Contract Term: Start Date: 09/01/2016 End Date: 06/30/2017

Annual Cost: \$ \$25,283.00

Approved by: BERNARD MCCUNE

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Worked with Vendor previously at OUSD

Summarize the services this Vendor will be providing.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

Price compared with other vendors

2) Please 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 \$87,800.00 (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 \$87,800.00 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**

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2016-2017

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

- Services:** 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 09/01/2016, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$87,800.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$87,800.00, whichever is later. The work shall be completed no later than 06/30/2017.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twenty-Five Thousand Two Hundred Eighty-Three Dollars and 00/100 Dollars (\$25,283.00) [per fiscal year], at an hourly billing rate not to exceed N/A per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A, which shall not exceed a total cost of \$0.00.

5. CONTRACTOR Qualifications / Performance of Services:

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

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

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: ROSEMARY MCATEE
Site /Dept.: 302-FREMONT HIGH
Address: 4610 Foothill Blvd
Oakland, CA 94601
Phone: 4345257
Email: Rosemary.Mcatee@ousd.org

CONTRACTOR:

Name: Kim Miyoshi
Title: Program Manager
Address: 610 16th St. Suite 310
Oakland, CA 94612
Phone: 510-452-2043
Email: kim@kidsfirstoakland.org

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

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

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

Check one of the boxes below:

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

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

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

- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

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

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

13. **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 controlled substances, alcohol or tobacco on these sites.
14. **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.
15. **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.
16. **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.
17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior 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.
18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 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.

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

19. **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.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate 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).
21. **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.
22. **Confidentiality:** 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

Professional Services Contract

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

- 23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, 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 without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

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

- 24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

- 25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.

- 26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

- 27. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

- 28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

- 29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

- 30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

- 31. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT



- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

CONTRACTOR

Kim Miyoshi

Contractor Signature

Kim Miyoshi, Program Manager

Print Name, Title

Form approved by OUSD General Counsel for 2015-16 FY

EXHIBIT "A" SCOPE OF WORK

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

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

See Attached Scope of Work

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.

Fostering and maintaining positive relationships between peers, awareness of graduation requirements among 9th graders, improved goal-setting and time management, increased use of positive behavior incentives.

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

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

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

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number(s):

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

1. Relevant page of CSSSP with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.

Oakland Kids First Measure N Proposal for Fremont High School for 2016-17

Given that the goals of Measure N are to:

- Decrease the high school dropout rate
- Increase the high school graduation rate
- Increase high school students' readiness to succeed in college and career
- Increase middle school students' successful transition to high school
- Reduce disparities in student achievement and student access to career pathways based on race, ethnicity, gender, socioeconomic status, English learner status, special needs status and residency...

Oakland Kids First is committed to doing the following work designed to increase equity at Fremont High School via two programs. The REAL HARD program focuses on increasing student leadership and engagement in campus culture improvement efforts so that all students feel valued, safe, supported and invested in school en route to graduating. The PASS-2 program trains upperclassmen to counsel and mentor their younger peers so that all students are provided academic guidance and meaningful mentorship to help them transition from middle school and feel supported in high school during the year where the most high school students drop out. Details about how specifically these two programs do this can be found below.

Program Area	2016-17 Planned Activity	Anticipated Outcome
PASS-2 CIVIC ENGAGEMENT & SOCIAL MOVEMENTS LEADERSHIP CLASS (G ELECTIVE)	PASS-2 Civic Engagement and Social Movements aligns with Fremont's current leadership class to foster a classroom of partnership between youth and adults. This is a G elective course that is graded. The PASS-2 leadership class is responsible for a 9th grade community builder, executing KEYS, CHOOSE, and NEWCOMER 9th grade workshops around academic resilience, and targeted Peer-to-Peer (P2P) mentoring to help underclassmen improve their attendance and grades. Students are expected to also participate in	Teach 25 Youth Mentors to run Keys to My Future, Choose Your Own Future, and Newcomer workshops and P2P programs for a select group of 9th and 10th grade students who will be able to develop the following skills: <ol style="list-style-type: none"> 1. Building and Maintaining Safe Spaces through shared construction of and holding of community agreements, positive culture building through validation, and fostering equity in participation.

	<p>school events and bodies such as committees to serve their schools and ensure student voice in decision-making processes.</p>	<ol style="list-style-type: none"> 2. Fostering and maintaining positive relationships in the classroom community through agreement accountability and personal sharing. 3. Education on school inequity and student power as agents of change on school campuses. 4. Education on social movements, how and why they start, their purpose and process. 5. Personal Academic Resiliency through Personal Goal Setting, Check-Ins, and the development of action steps to achieve personal goals. 6. Growth Mindset through Reflection and Feedback to improve leadership and facilitation skills
Program Area	2016-17 Planned Activity	Anticipated Outcome
<p>KEYS, CHOOSE, AND NEWCOMER 9th GRADE WORKSHOPS</p>	<p>In coordination with the 9th grade house and Newcomer program, PASS-2 Mentors deliver 3 major workshops over the course of 4 days that teaches students a comprehensive base understanding of A-G knowledge, graduation requirements, grade improvement strategies, and types of campus resources. PASS-2 will work closely with the Newcomer program at Fremont to ensure that the subject matter is relevant and responsive to needs of our newcomer students.</p>	<p>Students are able to articulate graduation requirements and develop academic resilience through education on:</p> <ol style="list-style-type: none"> 1. A-G Knowledge 2. OUSD Graduation Requirements 3. Transcript Literacy 4. Counselor Support 5. The importance of passing grades 6. Ways to make up a non-passing transcript grade 7. Ways to make up a non-passing current grade 8. The workload of finishing school while making up grades 9. Education Level and Income 10. Communication Skills when advocating for oneself 11. On-campus resources 12. Population-specific support

		<p>The goal is to ensure that every 9th grader is exposed to current graduation requirements and resources to reduce the number of students at-risk of dropping out. Many students are not aware of this knowledge which creates an equity barrier to graduation when those requirements are not met. Students also have an opportunity to take ownership of their own grades by advocating for support in multiple arenas (such as during marking periods) to improve their GPA. Through personal experience sharing, students are able to learn the challenges of struggling grades as well as strategies to graduate from high school while taking advantage of the resources around them.</p>
Program Area	2016-17 Planned Activity	Anticipated Outcome
PEER-2-PEER MENTORING	<p>In coordination with the 9th grade house, PASS-2 Mentors provide targeted mentoring and goal setting to a select group of 9th and 10th graders. Mentors meet with students before and after every marking period to monitor grade levels, create goals, and develop action steps to achieve or maintain strong academics. Mentors directly teach certain skills and also help mentees co-construct plans in which mentors will provide feedback on. Whereas in 2015/16 we worked broadly with as many 9th graders as possible, we will focus more in-depth time and energy on a smaller subset of freshmen in the 2016/17 school year. We also look to expand mentorship to 10th graders so we can continue pushing forward the progress we made with some of last year's 9th graders.</p>	<p>Students are able to improve their grades through goal-setting that focuses on:</p> <ol style="list-style-type: none"> 1. Time Management 2. Accountability 3. Metacognition and Reflection 4. SMART GOALS -Project and Task Development 5. Study Skills

Program Area	2016-17 Planned Activity	Anticipated Outcome
REAL HARD AFTER SCHOOL CULTURE KEEPER PROGRAM	<p>REAL HARD (Representing Educated Active Leaders Having A Righteous Dream) is an afterschool leadership development program that meets twice per week for two hours each meeting. The overall goal is for students to come together in a safe space to develop leadership skills and work collaboratively to improve Fremont High School's culture and climate.</p> <p>Students will participate in curriculum focusing on the following subject areas:</p> <ol style="list-style-type: none"> 1. Self-Exploration & Healing 2. Relationship & Community Building 3. Social Justice Education 4. Campaign Planning 5. Facilitation & Public Speaking 6. Workshop & Event Planning <p>It is this after-school curricular work that allows students to do the more outward work of implementing the Code of ReSPECT they developed last year.</p>	<p>Students will have experience with and be able to do the following:</p> <ol style="list-style-type: none"> 1. Explore their strengths, insecurities and demons and share some of those revelations with their peers thus creating a school space that feels more trusting, safe, and healing. 2. Connect with each other in relation to powerful insights and increased interpersonal vulnerability thanks to intentional community building activities and regular sharing rituals. 3. Students will learn about various social justice and equity issues, particularly those connected to their experience as Oakland students. These lessons help them develop an analysis of their own school and develop ideas for improving it. 4. Students will harness their ideas and work to build out a campaign to improve campus culture and climate with their peers and adult staff. 5. Students will practice speaking in front of their peers by sharing personal experiences, reading their writing, leading activities, and rehearsing for public events. 6. Students will learn how to run workshops for other students and run staff PDs pertaining to school improvement efforts.
Program Area	2016-17 Planned Activity	Anticipated Outcome
REAL HARD CODE OF RE-S.P.E.C.T. IMPLEMENTATION &	<p>REAL HARD students conducted a wealth of research over the past two years to develop school wide values that speak to the type of school both students and staff want here at Fremont. REAL HARD worked with Ms. Clarke to ensure that the Code was compatible with OUSD's PBIS standards. REAL HARD also helped create the Tiger Stripes and Tiger Trust, hosted lunchtime</p>	<p>Based on the work of REAL HARD will do this year, we aim to:</p> <ol style="list-style-type: none"> 1. Increase students being awarded Tiger Stripes by modeling positive behavior on campus and being rewarded by adults. 2. Develop buy-in from teachers to increase use of positive incentives and decrease referrals

<p>SCHOOL CULTURE LEADERSHIP</p>	<p>events, participated in the ISSI process and a variety of other actions designed to engender a better school culture.</p> <p>During the 2016/17 school year, REAL HARD will be working on the following in order to reconstitute or bolster the work from last school year:</p> <ol style="list-style-type: none"> 1. RH will create increased buy-in and use of Tiger Stripes as a positive behavior incentive system for both students and staff through: <ol style="list-style-type: none"> a. The development of Code of reSPECT-specific curriculum that will be used in the newly created Advisory period. b. Hosting positive community building activities at First Friday events c. Working with the leadership class to integrate Code of reSPECT into other school-wide events. d. Screen the Code of reSPECT PSA video we began in 2015-16 school year in collaboration with the Media Academy. 2. RH will support Jessica Clarke and other school allies to help design, organize and upkeep the Tiger Trust. 3. RH will stipend youth leaders to help run the Tiger Trust on a regular basis. 4. REAL HARD will educate their peer constituency about the Code of ReSPECT as well as its relationship to the School to Prison Pipeline. 5. REAL HARD will participate in the school redesign process <p>REAL HARD will commit to stepping up into a co-leadership role on the Culture Team to ensure that it is a productive and accountable space set on creatively and unwaveringly advocating for a more engaged and positive school culture at Fremont High School.</p>	<ol style="list-style-type: none"> 3. Work with admin to decrease suspension rates
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