

Board Office Use: Legislative File Info.	
File ID Number	15-0658
Introduction Date	4-22-15
Enactment Number	15-0562
Enactment Date	4/22/15 OJ



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by Procurement) 4/22/15

Subject Professional Services Contract Amendment No. 1 -
Be The Change Consulting, LLC -
922/Community Schools and Student Services Dept (site/department)

Action Requested Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and Be The Change Consulting, LLC. Services to be primarily provided to 922/Community Schools and Student Services Dept for the period of 09/01/2014 through 06/30/2015.

Background
A one paragraph explanation of why an amendment is needed.

The OUSD After School Programs Office has been partnering with Be The Change Consulting for over the past four years. During this time, Be The Change Consulting was directly funded by the S.D. Bechtel, Jr. Foundation to implement the Building Intentional Communities (BIC) Initiative for OUSD's elementary after school programs. For this current school year, the S.D. Bechtel, Jr. Foundation opted to award grant funds for the Building Intentional Communities (BIC) initiative to OUSD. With their expertise in youth development and expanded learning programming, Be The Change Consulting provides professional development to after school staff and BIC curriculum grounded in values-based character education. BIC has been instrumental in strengthening after school program quality at the 20 elementary program sites that have been involved in this initiative. This contract with Be The Change Consulting utilizes the S.D. Bechtel Jr. Foundation funds to implement a sustainability plan that will build the capacity of after school partners and After School Programs Office staff to train on BIC curriculum and strategies. By building internal capacity, after school providers can continue to utilize the BIC curriculum, even as the district's work with Be The Change Consulting begins to sunset. The Building Intentional Communities work aligns well with key school district priorities. BIC directly supports OUSD's Social and Emotional Learning change strategy, as well as the district's Restorative Justice initiative. BIC intentionally and successfully works to improve and strengthen the culture and climate of OUSD after school programs so that after school participants experience meaningful learning experiences and develop relationships with caring adults and peers.

Discussion
One paragraph summary of the amended scope of work.

Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between the District and Be The Change Consulting LLC, Oakland, CA, for the latter to build the capacity of the OUSD After School Programs Office and after school lead agency partners to sustain Building Intentional Communities Initiatives (BIC) strategies, practices, and curriculum into future years by providing a four-part train-the-trainer series for a core group of district staff and community partners; consultant will support the planning and implementing its first OUSD After School Lead Agency Request for Qualifications process and support district after school staff in writing the RFQ, developing the lead agency evaluation rubric, structuring the application review and scoring process, and training review team members; work closely with the OUSD After School Programs Office to align the Building Intentional Communities learning community with the youth development quality standards that guide the work of the after school programs for the period of November 3, 2014 through June 30, 2015, in the amount of \$30,000.00, increasing the contract from \$21,225.00 to an amount not to exceed \$51,225.00. All terms and conditions of the contract remain in full force and effect.

Recommendation Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and Be The Change Consulting, LLC. Services to be primarily provided to 922/Community Schools and Student Services Dept for the period of 09/01/2014 through 06/30/2015.

Fiscal Impact Funding resource name (please spell out) 9017/S.D. Bechtel Jr. Foundation After School not to exceed \$ 30,000.00

Attachments

- Contract Amendment
- Copy of original contract and any prior amendments

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and
Be The Change Consulting, LLC
(CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 09/01/2014,
and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work is unchanged. The scope of work has changed.
If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
 Revised scope of work attached. OR The CONTRACTOR agrees to provide the following amended services:

2. **Terms (duration):** The term of the contract is unchanged. The term of the contract has changed.
If the term has changed: The contract term is extended by an additional _____ (days/weeks/months),
and the amended expiration date is _____.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation has changed: The contract price is amended by
 Increase of \$ 30,000.00 to original contract amount
 Decrease of \$ _____ to original contract amount
and the new contract total is Fifty One Thousand, Two Hundred Twenty Five dollars (\$ 51,225.00)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

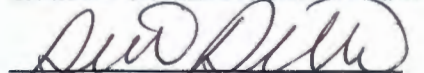
5. **Amendment History:**

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education and/or the Superintendent as their designee.

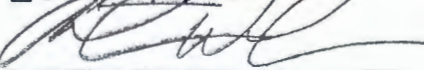
OAKLAND UNIFIED SCHOOL DISTRICT



President, Board of Education

Superintendent

Chief or Deputy Chief

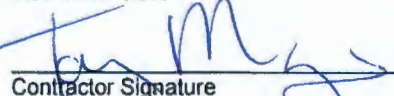


Secretary, Board of Education

4/3/15
Date

4/23/15
Date

CONTRACTOR



Contractor Signature

3/3/15
Date

Tanya Mayo, OWNER
Print Name, Title

AMENDMENT ROUTING FORM 2014-2015

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1



Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order has been increased by Procurement.

- Contractor and OUSD contract originator reach agreement on modification to original scope of work and compensation.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work must change. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

Attachment Checklist	<input checked="" type="checkbox"/> Contract amendment packet including Board Memo and Amendment Form
	<input checked="" type="checkbox"/> Amended Scope of Work (Be specific as to what additional work is being done by this consultant.)
	<input checked="" type="checkbox"/> Board approved copy of the original contract and any prior Amendments.

OUSD Staff Contact Emails about this contract should be sent to: (required) Renee.McMearn@ousd.k12.ca.us

Contractor Information

Contractor Name	Be The Change Consulting, LLC	Agency's Contact	Tanya Mayo				
OUSD Vendor ID #	1005742	Title	Director of Operations				
Street Address	3237 Monterey Boulevard	City	Oakland	State	CA	Zip	94602
Telephone	(510) 985-4152	Email (required)	tanya@bethechangeconsulting.com				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 21,225.00	Original PO #	P1502430	New Requisition #	R0154027
Amended Amount	\$ 30,000.00	Start Date	09/01/2014	End Date	06/30/2015
New Total Contract Amount	\$ 51,225.00	Pay Rate Per Hour		# of Hours	

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
9017	Bechtel	9221629001	5825	\$ 30,000.00
	After School-Math		5825	
			5825	

Approval and Routing (in order of approval steps)

Additional services above original contract cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

1.	Administrator / Manager (Originator)	Name	Julia Ma	Phone	(510) 273-1541
	Site/Department (Name & #)	922/Community Schools and Student Services Dept		Fax	(510) 273-1551
	Signature	<i>Julia Ma</i>		Date Approved	4-3-15
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Community Schools and Student Services				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature			Date Approved	
3.	Network Superintendent/Deputy Network Superintendent				
	Signature	<i>Christina Lopez</i>		Date Approved	
	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input checked="" type="checkbox"/> Over \$25,100				
4.	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>Don DeLo</i>		Date Approved	4/3/15
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved		Denied - Reason	
Procurement	Date Received		PO Number	P1502430	

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.

Please see the attached Scope of Work and budget outlining Be The Change Consulting's services for this project.

- 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.

As a result of this Building Intentional Communities sustainability initiative, up to 10 lead agencies will have increased capacity to implement Building Intentional Communities curriculum and strategies at over 50 program sites in upcoming program years. As a result, program sites will be able to strengthen after school program design and instructional quality that supports the social & emotional learning of participating students. Students participating in after school programs that utilize the BIC curriculum and strategies will have increased engagement in the school community (including improved school day attendance), improved relationships with peers and caring adults, and increased opportunities to practice leadership skills. This project supports OUSD's Social and Emotional Learning change strategy, and supports the district's Voluntary Resolution Plan to transform school culture and climate.

Additionally, as a result of this project, the OUSD After School Programs Office will launch its first Request for Qualifications process to set clearly defined, high expectations for all after school lead agency partners. Over 16 partnering community organizations will be held accountable to an evaluation rubric for lead agency partners as a result of the After School RFQ process. Additionally, the After School Programs Office will have an established process to thoroughly vet the capacity of new organizations interested in fulfilling the lead agency role.

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

- | | |
|---|--|
| <input type="checkbox"/> Ensure a high quality instructional core | <input type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input type="checkbox"/> Create equitable opportunities for learning | <input checked="" 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: _____

- 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.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ISU SF SD Int'l - Consolidated 201 California St., Suite 200 License # 0778092 San Francisco CA 94111-5098	CONTACT NAME: Jason Cheung PHONE (A/C, No, Ext): (415) 788-9810 E-MAIL ADDRESS: jcheung@isugroup.com	FAX (A/C, No): (415) 248-3534
	INSURER(S) AFFORDING COVERAGE	
INSURED BE THE CHANGE CONSULTING LLC 3237 MONTEREY BLVD OAKLAND CA 94602	INSURER A: Sentinel Ins Co LTD NAIC # 11000	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 14-15 2 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			57SBABD5124	8/21/2014	8/21/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			57SBABD5124	8/21/2014	8/21/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			57WECCG6878	3/1/2015	3/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is named as Additional Insured as respects to Liability as required by written contract only as pertains to the Insured's operations.

CERTIFICATE HOLDER Oakland Unified School District Attn: Risk Management 900 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jason Cheung

Consultant Fingerprint/Criminal Background Check Waiver Request

Directions

The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check through OUSD. The OUSD Administrator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require Cabinet level approval (Deputy Superintendent/Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

Contractor Name	Be The Change Consulting, LLC.		
Originator Name	Renee McMearn	Site or Department	922/After School Programs
Which sites or locations will the contractor be working at?		Consultant will work remotely, not at sites or around students.	
TB Clearance Requirement			
<i>Proof of negative TB status is required for all consultants who will be working with OUSD students or staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one time speaker with less than 6 hours of contact with OUSD employees.</i>			
How is this contractor going to meet the TB clearance requirement?			
TB Waiver requested <input checked="" type="checkbox"/>		Proof of TB clearance is in the contract packet <input type="checkbox"/>	

[TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.]

CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))

OUSD Representative's Name	Julia Fong Ma	Title Coordinator, After School
OUSD Representative's Signature	<i>Julia Fong Ma</i>	Date 4-2-15.

Approval Cabinet Level approval required (Deputy Superintendent/Superintendent)

Approver Name	Title
<i>Devin Dillon</i>	<i>Chief Academic Officer</i>
Approver Signature	Date
<i>[Signature]</i>	<i>4-3-15</i>
Reason for Approval: <i>limited contact with students - working remotely</i>	

Building Intentional Communities Grant

About Oakland Unified School District

The Oakland Unified School District operates 75 after school programs across the City of Oakland, in partnership with 15 community organizations who serve as lead agency partners. The After School Programs Office within the Community Schools and Student Services department of the school district manages \$14 million of after school grant funds from the California Department of Education. These state grant funds, matched with the City of Oakland's annual investment of \$4 million of Oakland Fund for Children and Youth grant funding for school-based after school programs, represent a significant investment of public grant dollars to provide 18,000 Oakland children and youth with daily after school learning opportunities over the course of the school year and in the summer.

To ensure that all students in OUSD after school programs receive high quality after school services that result in positive youth development outcomes and support students' academic learning, health, and social-emotional well-being, the OUSD After School Programs Office has worked closely with Be The Change Consulting for the past three and a half years to strengthen professional development for after school staff and provide Building Intentional Communities program curriculum grounded in values-based, character education. Building Intentional Communities (BIC) has been instrumental in strengthening after school program quality in Oakland. As a result of the BIC curriculum and intensive professional development from Be The Change Consulting, our elementary after school programs are strengthening students' social and emotional learning skills, integrating restorative practices into after school programming, and transforming the culture and climate of their programs by embedding values into program rituals and practices.

The Building Intentional Communities work aligns well with key school district priorities. BIC directly supports OUSD's Social and Emotional Learning change strategy, as well as the district's Restorative Justice initiative. Additionally, by strengthening students' engagement, leadership, and connectedness in OUSD schools, BIC supports the district's efforts to reduce chronic absenteeism and reduce suspension rates. As students feel more engaged and connected at school, they are less likely to want to miss school. Finally, transforming school culture and climate is a key strategy in the district's Voluntary Resolution Plan to reduce disproportionate suspension rates, especially among African American students. BIC intentionally and successfully works to improve and strengthen the culture and climate of OUSD after school programs so that after school participants experience meaningful learning experiences and develop relationships with caring adults and peers. As such, there are important BIC lessons and strategies that our after school programs can share with school and district leaders to inform OUSD's school culture and climate transformation efforts.

**Oakland Unified School District After School Programs
Building Intentional Communities 2014-2015
Request for Funding**

OUSD and our after school partners have been truly grateful for the generous support that the S.D. Bechtel, Jr. Foundation has provided Oakland for the past several years, to enable our partnership with Be The Change Consulting to blossom, and to enable us to see the real impact that Building Intentional Communities has had on our program sites. Because we have seen the value and impact of BIC on our elementary programs, our After School Programs Office and community partners have worked hard to pull together modest contributions of funds so that we could begin implementing BIC in our middle and high school after school programs as well. OUSD is committed to sustaining the Building Intentional Communities work into the future. We recognize the importance and necessity of building the capacity of our OUSD After School Programs Office and our after school lead agency partners to embed deeply the BIC practices into our organizational structures and systems of support for after school programs across the city.

The following proposal focuses on two key priorities to ensure the sustainability of Building Intentional Communities in the Oakland After School field:

- 1) By the end of the 2014-2015 school year, tie off the BIC arc of learning and development for the final two cohorts of elementary program sites who have been involved in the BIC professional learning community. This will result in a critical mass of 20 elementary programs who will be trained in BIC by the end of the 2015 school year.

- 2) By the end of the 2014-2015 school year, build the capacity of the OUSD After School Programs Office and after school lead agency partners to sustain the Building Intentional Communities strategies, practices, and curriculum into the future. Be The Change will support OUSD in accomplishing this goal by providing a 3-part BIC Train-the-Trainer series for a core team of 15 district and agency after school leaders. These 15 practitioners will be trained in the peer coaching model and learn how to replicate a simplified version of the BIC trainings that can be sustained by OUSD after the Bechtel funding sunsets. In addition, Be the Change Consulting will provide technical assistance to OUSD After School staff to create a Request for Qualifications process that will define organizational infrastructure and internal systems required in order for after school partners to be able to implement BIC curriculum and practices effectively.

The following proposal details planned activities to achieve these two key goals.

How the BIC Initiative Intersects with Other OUSD Initiatives

Building Intentional Communities is a research-validated, field-tested approach to transforming learning environments. The model complements OUSD After School's vision to engrain youth program quality standards- defined by the David P. Weikart

**Oakland Unified School District After School Programs
Building Intentional Communities 2014-2015
Request for Funding**

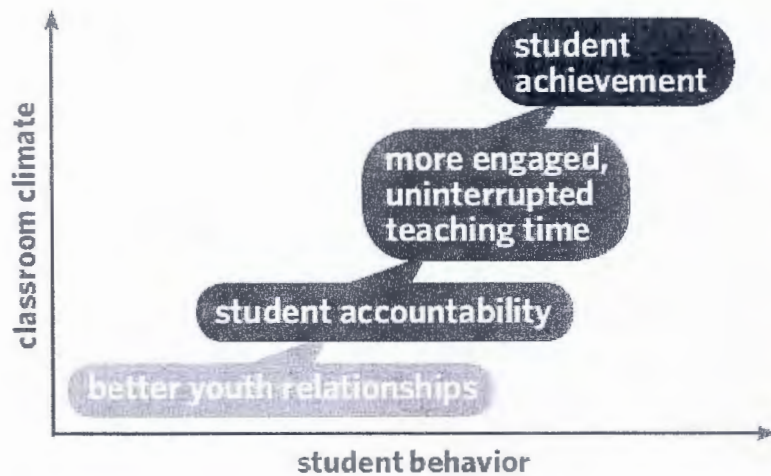
Center's Youth Program Quality Assessment (YPQA) tool- deeply into all 75 after school program sites. The YPQA has become our primary assessment tool for program quality. Our external evaluator, Public Profit, conducts annual program observations on point-of-service quality using YPQA tools. Our After School Programs Office is building the capacity of program sites to utilize the YPQA as a self-assessment tool for ongoing continuous improvement. The BIC model aligns well with the YPQA tool and continuous improvement process, and serves to connect concrete strategies to the theory and indicators outlined in the YQPA, to ultimately produce youth of character. Over the past three and a half years, Be the Change Consulting has achieved consistent results implementing this BIC model to create a strong foundation of core values, character and ethics that our other initiatives can rest firmly on. For this reason we request continued funding to complete the three year cycle with the remaining 13 sites currently participating in this initiative as well as receive consulting support from Be the Change Consulting to better integrate this thinking into our long term vision for quality improvement.

This approach is appealing and timely for OUSD. Currently, almost every middle and high school in OUSD has been flagged by the Office of Civil Rights for the disproportionate suspension of African American students, especially boys. High rates of administrative and teacher turnover make maintaining school climate a challenge, and the afterschool programs are greatly influenced by the climate of the school day. We understand that to focus on issues of character development for youth, we must establish peaceful and stable climates. Young people can develop leadership, ethics, and character in these intentional communities.

Research-validated Results from the Building Intentional Communities Model

Public Profit's evaluation of Be The Change Consulting's work highlights how the Building Intentional Communities model impacts change through several aspects of a program. Through the BIC Leaders of Today trainings and site-based trainings, a strong program climate emerges, as the diagram below shows.

How does climate impact student achievement?



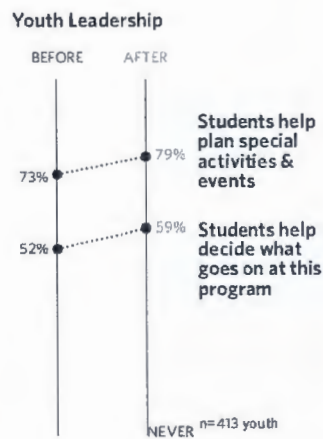
School climate is correlated with students' abilities to achieve academic goals. Our tools will help you establish a climate grounded in values and reinforced by behavior guidance strategies to engage youth as critical thinkers.

Second, the leaders of today class create a core team of empowered youth who receive weekly lessons on character, social emotional learning, and leadership.

Youth Leadership Opportunities

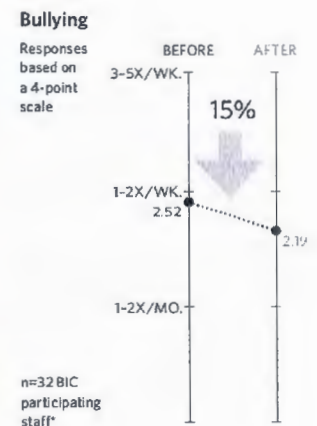
Using BIC curriculum consistently helps staff create meaningful opportunities for youth voice, and youth leadership.

Responses are binary: 0 = No, 1 = Yes; figures reported above represent percentage of youth who answered yes.*



Reduction in Bullying

Participants in classrooms where Building Intentional Communities tools are used report feeling more connected, empowered to speak out against bullying, and stand up for others who are being targeted.



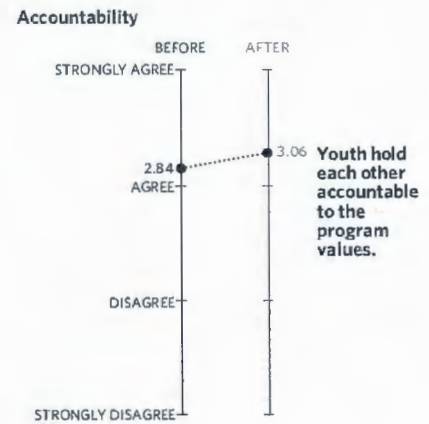
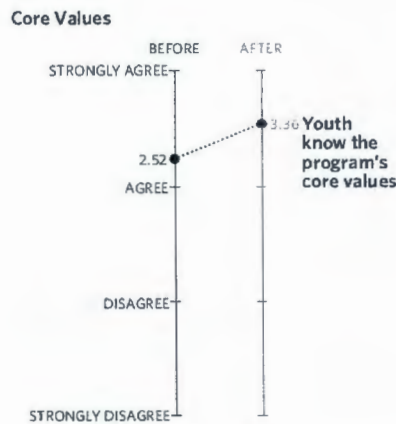
As a result, we see a downward trend in bullying by 15% and an increased sense of community.

**Oakland Unified School District After School Programs
Building Intentional Communities 2014-2015
Request for Funding**

A Sense of Community Develops

Youth who engage in the Building Intentional Communities activities feel a sense of ownership and belonging over the program climate.

n=32 BIC participating staff
Responses based a 4-point scale.*



As the BIC model has developed over the years, we see it as a simple organizing framework that resonates with afterschool line staff, program managers, teachers and principles to connect the many other research-validated principles we strive to apply throughout OUSD. In addition to the YPQA (Youth Program Quality Assessment tool), the district is also promoting initiatives such as social emotional learning, restorative justice, character education, college and career readiness, and common core. Our vision for sustainability is to frame the Building Intentional Communities model to strongly align to our district initiatives. This will create greater ownership, investment and alignment between BIC as a tool to achieve the goals of OUSD and our CBO partners.

In this proposal, we outline our request in two sections.

One: Tie-off the existing cohort

First, we respectfully request funding to tie-off the existing cohort of 13 elementary schools receiving direct training and capacity building from Be the Change Consulting. The continued capacity building efforts will allow Be the Change Consulting to complete a full three years of support to a total of 11 sites who were promised a cohort experience at the beginning of this effort. Four sites graduated from the cohort in the 2012-2013 year, and an additional three graduated in the 2013-2014 year. Four additional sites will graduate from the cohort at the end of the 2014-15 school year. Due to the sunsetting of this grant, the remaining 9 sites involved in this effort will complete 2 years of the BIC learning arc by the end of this school year. We request a total investment of \$193,175 to complete this work this year.

Second: Sustainably and Systems Integration

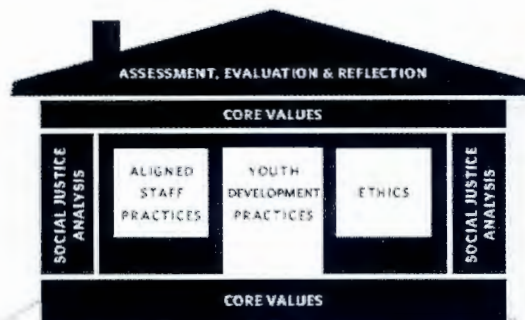
Secondly, we request a set of funds to be directed towards consulting and training for the OUSD afterschool programs office and key district partners to ensure sustainability of the BIC initiative beyond 2016. This knowledge transfer portion of our efforts will provide key members of OUSD's Stakeholder community with training and coaching by Be the

**Oakland Unified School District After School Programs
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Change Consulting to embed the BIC model into existing structures, such as on-going agency director meetings, coordinator meetings, program quality trainings, and the August Coordinator Training Institute. We also envision developing a core team of program quality trainers, who will offer BIC trainings throughout the district beyond Be the Change Consulting's tenure. We request a total investment of \$37,825 for this phase of the work.

OUSD INITIATIVES

- Character Education
- Restorative justice (RJ)
- Positive behavior interventions (PBIS)
- Social emotional learning (SEL)
- Family engagement



SCHOOL-WIDE OUTPUTS

- Peaceful school climate
- Peaceful conflict resolution
- Increased academic rigor
- Youth leadership & engagement

CITIZENS OF CHARACTER

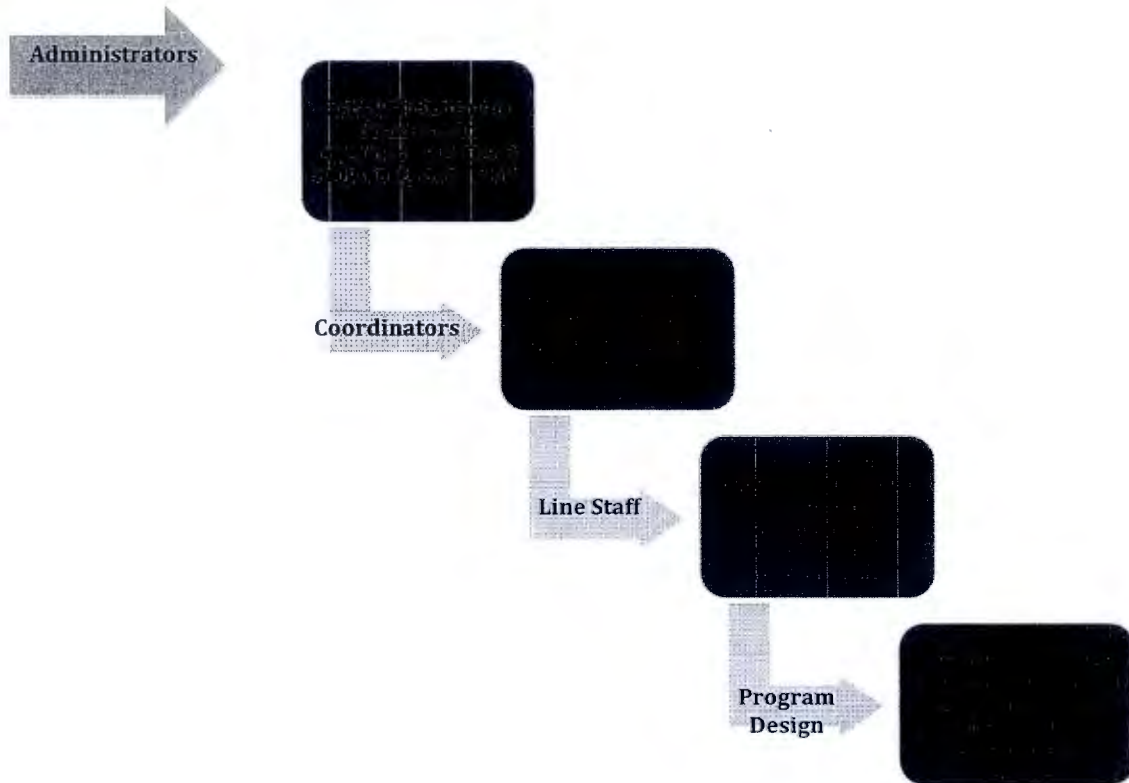
Figure 1: The BIC Model is an Organizing Framework

What Institutionalized Practices Must be In Place to Sustain the BIC Initiative

To build our sustainability plan, we began by first examining the type and level of support Be the Change Consulting has been funded to provide over the past three and a half years. From the outset, this initiative was designed to be largely self-sustaining beyond 2016. We have spent the past few weeks re-thinking the strategies necessary to complete the initiative by 2015. By the end of 2015, with generous support from the Bechtel, Jr. Foundation, The Building Intentional Communities model will be firmly embedded into 20 OUSD elementary schools. This represents almost 50% of the OUSD elementary afterschool programs. We do not envision the OUSD Afterschool Office or partnering CBOs will replicate all aspects of the BIC capacity building model, as we do not have the necessary funds or staffing for this. We can, however, support the maintenance of the initiative by embedding it into school climate and program quality initiatives across the district which we anticipate having even greater long-term impact.

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Currently, each afterschool program receives three levels of support, designed to shift one aspect of program climate over three years - Site Leadership, Staff Practices, and Youth Experiences. To successfully sustain this initiative beyond the intensive support Be the Change Consulting provides, we see the need to add an administrative level of support, that is held within OUSD.



In order to support a hand-off of this initiative to internal OUSD staff and CBO partners who run the afterschool programs, Be the Change Consulting will engage our stakeholders in the 2014-2015 school year to begin the knowledge transfer process of the Building Intentional Communities model concluding by August 31, 2015.

Embedding the BIC Initiative Into OUSD Systems & Roles From 2014-2016

In order to transition the implementation and support of the BIC model to OUSD stakeholders, we see the need to:

1. **Design** a sustainability plan and supporting tools in partnership with Be the Change Consulting
2. **Invest** OUSD Stakeholders in the BIC Initiative
3. **Embed** Building Intentional Communities into Leadership of partnering community-based organizations (CBOs)

**Oakland Unified School District After School Programs
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- 4. Develop BIC Trainers**
- 5. Establish Peer Coaches**

We describe each of these components in deeper detail below.

1. Design a Sustainability Plan

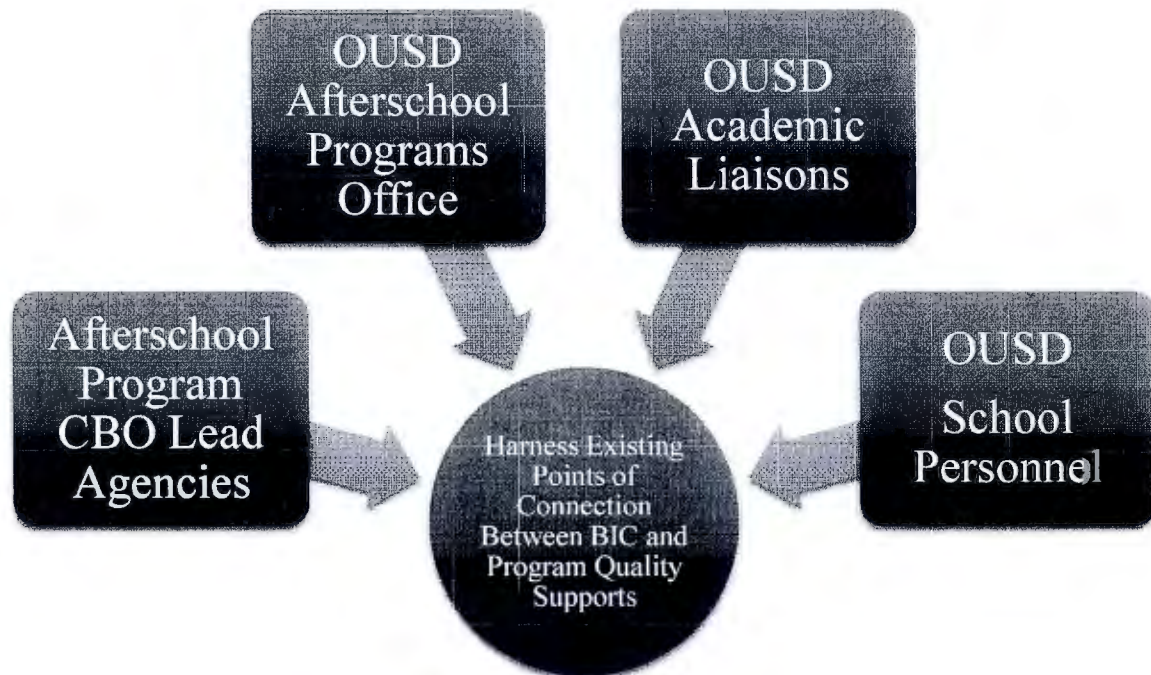
We realize the need to define and hold our CBO partners accountable for having strong organizational infrastructures in place to support high quality programming. This includes having appropriate systems, structures, and practices that create the conditions for after school staff to engage in continuous improvement practices that strengthen the quality of services they provide daily to students. The organizational structures and practices that support the successful implementation of Building Intentional Communities curriculum are essentially the structures and practices that any strong youth service provider should have in place to provide high quality programming. Thus, we recognize the value of aligning organizational practices needed for BIC implementation with clearly defined organizational expectations that we will hold for our lead agency partners. To do so, we will issue an RFQ to the Oakland After School field in the Fall. The RFQ will ask any CBO partners who intend to run OUSD afterschool and summer programs to engage in a thorough self-study, in which they will analyze their own organizational systems and structures that support program quality (as defined by the YPQA tool) and intentional program design to ensure each afterschool program is creating the right conditions for the BIC initiative to thrive.

Total Investment: \$6,000

2. Invest OUSD Stakeholders in the BIC Initiative

The next step in sustaining the BIC initiative is to identify the existing systemic supports for afterschool program quality. In our initial analysis, we have found the following points of intersection between OUSD's infrastructure and the BIC model.

Oakland Unified School District After School Programs
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We see a need to harness each of these stakeholders to broaden our base of champions in the BIC work. Given the reduction in funding, our office will establish champions for this initiative ourselves.

Total Investment: \$0

3. Invest in CBO Leadership

OUSD's afterschool programs are managed and run by a collection of CBO partners, including Bay Area Community Resources, East Bay Asian Youth Center, Girls Inc., Higher Ground, YMCA of the East Bay, and East Bay Agency for Children. Ensuring sustainable change will entail investing the leaders of these CBO agencies in an enhanced definition for program quality, which will combine program climate, linkage to the school day, character development and youth leadership opportunities. In order to create even more traction for our CBO partners to take lifting the bar on program quality seriously, the After School Programs Office will issue an RFQ process, to create transparency and clarity about what we define as program quality. We envision sharing this thinking with our agency leaders. Given the reduction in funding, we will utilize existing agency director meetings and other OUSD leadership meetings to establish this vision for our partners.

Total Investment: \$0

4. Develop BIC Trainers

After identifying stakeholders and aligning BIC theory to existing OUSD structures, we will develop a team of fifteen internal trainers. We will offer this cohort training on BIC theory, supply them with BIC tools, and practice using the tools to support afterschool programs to implement the BIC model. This will include developing a cohort of OUSD

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trainers (comprised of CBO partners and OUSD After School staff) to educate more people on the model. We will work with CBO partners to position this trainer network as a leadership ladder for individuals interested in expanding their skill set and capacity building tools. This cohort will engage in a 3-part Training of Trainers' series. The Training of Trainers series (TOT) will be where practitioners learn the theory and principles of the BIC model. We will offer members of this cohort an opportunity to sit in on the Leaders of Today trainings offered by Be the Change Consulting this year, so they can see how the trainings are designed and delivered to line staff. This will allow us to leverage existing capacity building offerings for this cohort. After training, we see utilizing this cohort of trainers to offer BIC trainings and support site-based implementation throughout the district.

Total Investment: \$57,000

5. Establish Peer Coaches

Finally, drawing on the success of the peer coach model developed in the 2013-2014 school year, we will establish another team of peer coaches, drawing from coordinators who have successfully implemented the BIC initiative at their sites. These coaches will support additional schools to implement the BIC model. We see this strategy as a way to create localized leadership for the peer coaches, as well as to incentivize site coordinators who graduated from the BIC model to ensure they continue to apply the BIC strategies at their own sites. We hope to establish 1-3 demonstration sites over the next two years—sites that create a strong foundation of culture and climate and establish youth leaders who can truly drive youth-led social change projects. Offering coordinators these opportunities to demonstrate their skills, share their knowledge and exemplify best practices will support us to drive enthusiasm and excitement for program quality. Coaches will engage in a 1-day retreat, and receive a binder with coaching agendas, program design tools and curriculum strategies to help them replicate the systems and structures needed for a site to replicate the BIC initiative.

Total Investment: \$8,500

Math Consulting

In addition to supporting the Building Intentional Communities work in OUSD after school programs, the S.D. Bechtel Jr., Foundation has also been a strong supporter of strengthening after school math instruction in our programs. The OUSD After School Programs Office respectfully requests \$19,000 of continued foundation support of our after school elementary math work. This investment will enable the OUSD After School Programs Office to continue developing engaging after school math curriculum for students in 1st – 5th grades. We will continue partnering closely with the school district's Math Unit in the Teaching and Learning Department to ensure that there is coherence between the after school and school day math curriculum. We will hire an experienced OUSD teacher on extended contract to work with our office to develop 30 weeks of after school math curriculum, aligned with the new Common Core math standards and the OUSD math scope and sequence for elementary schools. This curriculum will be

**Oakland Unified School District After School Programs
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developed over the course of the 2014-15 school year and 2015 summer. Then beginning in the Fall of 2015, the OUSD After School Programs Office will again offer an After School Math Learning Community to 15 participating elementary program sites. Participants in the learning community will receive training on the math curriculum. They will also be trained on facilitation strategies to effectively support students' math learning and to create a social-emotional environment in the after school classroom that will encourage students to take risks with their math learning, be confident in engaging in academic math discussions with peers, and positively interact with peers on collaborative math projects. These learning community participants will then provide a cohort of 20 students in each of the 15 participating after school program sites with a one-hour, weekly after school math lesson for 30 weeks of the 2015-16 school year. Math learning community participants will receive approximately 6 hours of on-site coaching from an experienced teacher to support their effectiveness in providing after school math instruction.

Total Investment: \$19,000

S.D. Bechtel Jr., Foundation Total Investment

We have already requested a portion of the funds needed to complete this work in a transition contract for \$79,825, made directly to Be the Change Consulting. We require an additional amount of \$170,175 to complete the scope of work outlined in this proposal.

BIC Leaders of Today Initiative

OUSD 2014 - 2015	\$151,175
OUSD Transition Grant	\$79,825
Math Consulting	19,000
Total 2014-2015 Investment	\$250,000

Attached is an Excel document that further provides Budget Details for each of the following components of this project:

- BIC Leaders of Today 2014-15
- BIC Sustainability Plan
- Math

Coordinator Meetings	\$1,375	3	Days	\$2,750	\$1,375	\$0	\$0	
Materials & Handouts	\$50	3	Days	\$100	\$50	\$0	\$0	
Coordinator Time	\$500	13	Staff	\$0	\$0	\$0	\$6,500	
Meeting Space	\$500	3	Days	\$0	\$0	\$1,500	\$0	
Sub Total				\$2,850	\$1,425	\$1,500	\$6,500	
BTCC Administration and Coordination	\$25,000	1	Staff	\$17,000	\$8,000	\$0	\$0	
OUSD Coordination	\$0	1	Staff	\$0	\$0	\$8,000	\$0	<i>0.05 fte</i>
Documentation & Evaluation Support	\$5,000	1	Staff	\$2,500	\$2,500	\$0	\$0	
Sub Total				\$19,500	\$10,500	\$8,000	\$0	
Sustainability								
Development of program partners RFQ (40 hours)	\$150	40	Hours	\$0	\$6,000	\$0	\$0	
Peer Coach 1-Day Retreat (Design & Facilitation)	\$4,500	1	Day	\$0	\$4,500	\$0	\$0	<i>Two Facilitators</i>
Peer Coach TOT Binder & Materials	\$4,000			\$0	\$4,000	\$0	\$0	
Sub Total				\$0	\$14,500	\$0	\$0	
Develop BIC Trainers & Coaches								
3 Part Training-of-Trainers Facilitation	\$1,800	3	Sessions	\$5,400	\$0	\$0	\$0	
15 BIC Training of Trainers Kits	\$500	\$15	Kits	\$7,500	\$0	\$0	\$0	

SAM Search Results

List of records matching your search for :

Search Term : Be The* Change* Consulting* LLC*
Record Status: Active

No Search Results

Board Office Use: Legislative File Info.	
File ID Number	14-2102
Introduction Date	11-5-14
Enactment Number	14-1884
Enactment Date	11/5/14 <i>o/s</i>



Memo

To Board of Education
 From Antwan Wilson, Superintendent

Board Meeting Date
 (To be completed by Procurement) 11/5/14

Subject Professional Services Contract - Be The Change Consulting, LLC
 - 922/Community Schools and Student Services (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and Be The Change Consulting, LLC. Services to be primarily provided to 922/Community Schools and Student Services for the period of 09/01/2014 through 6/30/2015.

Background
A one paragraph explanation of why the consultant's services are needed.
 The OUSD After School Programs Office will utilize the services of Be The Change Consulting in order to strengthen the quality of middle school after school and summer programming. Be The Change will provide 21 participating middle school sites with professional development and Building Intentional Communities curriculum. The Building Intentional Communities curriculum has been highly successful in OUSD's elementary and high school programs. The curriculum builds student leadership skills, fosters students' social and emotional learning skills, supports college and career readiness, and promotes positive school culture and climate. Be the Change Consulting will help middle school programs improve their program design and integrate curriculum and program content that meet the unique developmental needs of middle school age youth. Be The Change Consulting staff have expertise in youth development and expanded learning programming, and have worked with the OUSD After School Programs Office for the past four years.

Discussion
One paragraph summary of the scope of work.
 Ratification by the Board of Education of a Professional Services Contract between the District and Be The Change Consulting, Oakland, CA, for the latter to facilitate seven monthly learning communities for site coordinators of 21 middle school after school and summer programs; participants will receive Building Intentional Communities curriculum, professional development, and pedagogical training on creating a strong youth leadership development program during after school and summer program hours that is aligned to college and career readiness, character development, and violence prevention outcomes; consultant will provide tailored curriculum design and development for middle-school age youth aligned to college and career readiness, social emotional learning targets, and 21st Century skills; provide on-site coaching to targeted sites to support the application of learning community content, and strengthen the facilitation skills of after school staff members; consultant will work closely with the OUSD After School Programs Office to align the Building Intentional Communities learning community with the youth development quality standards that guide the work of OUSD after school programs for the period September 1, 2014 through June 30, 2015, in an amount not to exceed \$21,225.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and Be The Change Consulting, LLC. Services to be primarily provided to 922/Community Schools and Student Services for the period of 09/01/2014 through 6/30/2015.

Fiscal Impact Funding resource name (please spell out) _____
 not to exceed \$ 21,225.00

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

Board Office Use: Legislative File Info.	
File ID Number	14-2102
Introduction Date	11-5-14
Enactment Number	14-1884
Enactment Date	11/5/14 <i>o/a</i>



OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Be The Change Consulting, LLC (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 09/01/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than 6/30/2015.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twenty One, Two Hundred Twenty Five Dollars (\$ 21,225.00) [per fiscal year], at an hourly billing rate not to exceed _____ 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 _____.

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: Julia Ma
Site /Dept.: 922/Community Schools and Student Services
Address: 746 Grand Avenue
Oakland, CA 94610
Phone: (510) 273-1541
Email: julia.ma@ousd.k12.ca.us

CONTRACTOR:

Name: Tany Mayo
Title: Director of Operations
Address: 3237 Monterey Boulevard
Oakland CA 94602
Phone: (510) 985-4152
Email: tanya@bethechangeconsulting.com

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.


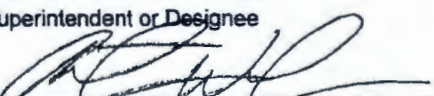
- 10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written 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

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~~

 Contractor Signature
 Tany Mayo Director of Operations
 Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 14-2102
 Introduction Date: 11/5/14
 Enactment Number: 14-1884
 Enactment Date: 11/5/14
 By: 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ISU SF SD Int'l - Consolidated 201 California St., Suite 200 License # 0778092 San Francisco CA 94111-5098	CONTACT NAME: Jason Cheung PHONE (A/C No Ext): (415) 788-9810 E-MAIL ADDRESS: jcheung@isugroup.com	FAX (A/C No): (415) 248-3534
	INSURER(S) AFFORDING COVERAGE	
INSURED BE THE CHANGE CONSULTING LLC 3237 MONTEREY BLVD OAKLAND CA 94602	INSURER A: Sentinel Ins Co LTD	NAIC # 11000
	INSURER B: Hartford Underwriters Ins Co	NAIC # 30104
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 14-15 2 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			57SBARD5124	8/21/2014	8/21/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			57SBARD5124	8/21/2014	8/21/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	57WZCGD6878	3/1/2014	3/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is named as Additional Insured as respects to Liability as required by written contract only as pertains to the Insured's operations.

CERTIFICATE HOLDER Oakland Unified School District Attn: Risk Management 900 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jason Cheung/JASONC

BE THE CHANGE CONSULTING



OUSD Afterschools Program Office: Middle School Capacity Building Proposal

*Education is the passport to the future, for tomorrow
belongs to those who prepare for it today. -Malcolm X*

2014 - 2015

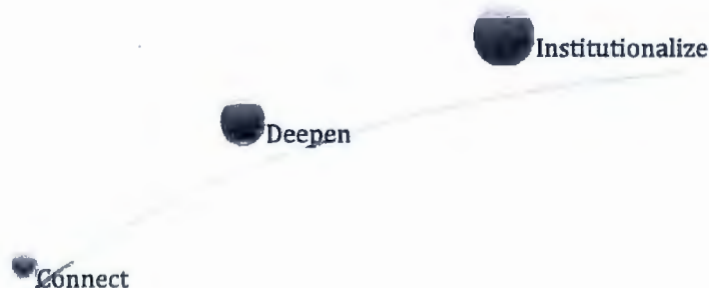
Be the Change Consulting:

OUSD Capacity Building Proposal

Education is the passport to the future, for tomorrow belongs to those who prepare for it today. -Malcolm X

Vision:

Be the Change Consulting specializes in creating unique and tailored learning experiences for individuals, groups and their communities. We do this through experiential learning, hands-on coaching, dynamic facilitation, and reflective action research. The Be the Change Consulting theory of change addresses learning and organizational transformation at three levels:



During the 2014-2015 school year Be the Change Consulting proposes to build off the pilot year of the BIC initiative with Middle School Sites and work with the OUSD Afterschool Program Office to provide a capacity building initiative for middle school afterschool practitioners. The goal of these trainings will be to deepen the Building Intentional Communities model and provide strategies to strengthen the application of YPQA theory to program-wide implementation, climate, and program offerings.

This proposal includes two parts:

1. Establishing a learning cohort with middle school program coordinators to understand and apply youth development theory.

Objectives:

- Support Coordinators to connect YPOA theory to youth development strategies
- Provide systems and structures to align staff practices and establish strong rituals and procedures across programs
- Create cohesive behavior management systems and restorative practices
- Promote youth engagement and motivation through youth leadership experiences
- Provide curriculum with each training designed to connect training theory to concrete programmatic outcomes

Deliverables:

- Deliver Seven workshops
- Distribute 25 pieces of curriculum with each training

Total Investment:

2. Engage Middle school Program Directors to develop program quality Implementation tools.

Objectives:

- Establish program design tools to support coordinators to put strong systems in place
- Unpack recurring implementation challenges and identify coaching tools to support struggling sites
- Develop triage support tools for sites experiencing a high level of turnover or chaos throughout the climate

Deliverables

- Two facilitated Sessions
 - Session One: Two facilitators
 - Session Two: One Facilitator
- Identify Components of an Implementation Kit

Other Notes

- As this budget has limited hours for consulting, we hope to allow the facilitated sessions to inform the tools developed through the BIC sustainability grant. These consulting sessions will inform us on how the BIC model needs to be tailored for middle school staff.
- We envision the possibility of adding a dedicated middle school peer coach, through the BIC sustainability grant
- We envision the possibility of engaging a middle-school specific staff person into the BIC Training of Trainers component, in the BIC sustainability grant.

Be the Change Consulting Facilitators



Sangita Kumar is a results-based organizational development consultant and a skilled trainer dedicated to the empowerment of individuals and communities. Her work over the past ten years has allowed her to interact with a wide variety of organizations in staff development and program development. Sangita has designed and led over four hundred training workshops and specializes in applying youth-development theory to program design and programmatic quality improvements. Her combination of organizational development skills and her passion for learning and change allow her to move flexibly and efficiently among diverse organizations. In 2010, Sangita completed a master's degree in Organizational Development and became a Certified Life Coach with a focus in somatics and trauma. Annotated list of recent clients include Boys and Girls Clubs of San Francisco, Ella Hill Hutch Community Center, Oakland Unified School District Afterschool Programs, Booker T Washington, LYRIC and the Department of Children, Youth and their Families.



Tanya Mayo has spent the last two decades in the nonprofit field as an educator, administrator, and capacity-builder. Her most recent position as Director of Capacity Building at San Francisco's Department of Children, Youth and their Families (DCYF) was a unique opportunity to draw from her vast experience in training, nonprofit systems, and youth development. Tanya excels in supporting leaders, establishing fund-development programs, and strengthening organizations through consulting, coaching, training and facilitation. Both professionally and personally, Tanya is committed to empowering youth and grassroots communities and has worked with numerous groups and organizations including the following: GSA Network, SFUSD, Oakland Unified, Loco Bloco Drum and Dance Ensemble, the Girls After School Academy, the Dept. of Public Health, and the S.F. Woman's Building.

SAM Search Results
List of records matching your search for :

Search Term : Be The* Change* Consulting* LLC*
Record Status: Active

No Search Results

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- 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.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/)
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input checked="" type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact *Emails about this contract should be sent to: (required)* Renee.McMearn@ousd.k12.ca.us

Contractor Information

Contractor Name	Be The Change Consulting, LLC	Agency's Contact	Tany Mayo				
OUSD Vendor ID #	I005742	Title	Director of Operations				
Street Address	3237 Monterey Boulevard	City	Oakland	State	CA	Zip	94602
Telephone	(510) 985-4152	Email (required)	tanya@bethechangeconsulting.com				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	09/01/2014	Date work will end	6/30/2015	Other Expenses	
Pay Rate Per Hour (required)		Number of Hours (required)			

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
4124	21st CCLC	9221872401	5825	\$ 21,225.00
			5825	
			5825	
Requisition No. (required)	R0151436		Total Contract Amount	\$ 21,225.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

1.	Administrator / Manager (Originator)	Name	Julia Ma	Phone	(510) 273-1541
	Site / Department	922/Community Schools and Student Services		Fax	(510) 273-1551
	Signature	<i>Julia Ma</i>		Date Approved	9/22/14
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Community Schools and Student Services				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
3.	Regional Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
4.	Signature	<i>Christine Lauby</i>		Date Approved	
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
	Signature	<i>Debra Bell</i>		Date Approved	9/24/14
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved	Denied - Reason	Date	
Procurement	Date Received		PO Number	P1562430	