

Board Office Use: Legislative File Info.	
File ID Number	11-3231
Introduction Date	1-25-12
Enactment Number	12-0103
Enactment Date	1-25-12



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** The Board of Education

**From** Tony Smith, Ph.D., Superintendent  
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date**  
(To be completed by Procurement) 1-25-12

**Subject** Professional Services Contract -  
Corey Newhouse dba Public Pro Oakland CA (contractor, City State)  
922/Family, School, and Community Partnerships (site/department)

**Action Requested** Ratification of a professional services contract between Oakland Unified School District and Corey Newhouse dba Public Profit, LLC. Services to be primarily provided to 922/Family, School, and Community Partnerships for the period of 10/01/2011 through 06/30/2012.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.* Public Profit, LLC, Oakland, CA, offers consulting practice that helps public service organizations navigate data-rich environments through evaluation, needs assessments, and program development. The purpose of the after school program evaluation is to ensure basic requirements for compliance under the federal and state regulations and to assess alignment of programs with the school-day and the overall effectiveness of the goals and objectives of the After School Programs Office.

**Discussion**  
*One paragraph summary of the scope of work.* Ratification by the Board of Education of the Professional Services Contract between District and Corey Newhouse dba Public Profit, LLC, Oakland, CA, for the latter to conduct formal site visits and prepare summaries of site visit findings, prepare site-level performance summaries for the Interim and Annual Findings report, collect and summarize promising practices in after school, purchase materials and training modules required to implement the Youth Program Quality Assessment (YPQA), complete state and federal evaluation and performance reports, and present key evaluation findings to District Leadership for the After School Programs Office for the period of October 1, 2011, through June 30, 2012, in the amount of \$40,000.00.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Corey Newhouse dba Public Profit, LLC. Services to be primarily provided to 922/Family, School, and Community Partnerships for the period of 10/01/2011 through 06/30/2012.

**Fiscal Impact** Funding resource name (please spell out) ASES  
21st CCLC not to exceed \$ 40,000.00

**Attachments**

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



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OAKLAND UNIFIED SCHOOL DISTRICT

**PROFESSIONAL SERVICES CONTRACT 2011-2012**

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

1. **Services:** CONTRACTOR shall provide the services described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").
2. **Terms:** CONTRACTOR shall commence work on 10/01/2011, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/30/2012.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Forty Thousand Dollars (\$ 40,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  1. Individual consultants:
    - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
    - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
    - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
  2. Agencies or organizations:
    - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A which shall not exceed a total cost of \$ 0.00.
6. **CONTRACTOR Qualifications / Performance of Services.**

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

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

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



Professional Services Contract

**OUSD Representative:**

Name: Julia Ma  
Site /Dept.: 922/Family, School, and Community Partnerships  
Address: 495 Jones Avenue  
Oakland, CA 94603  
Phone: (510) 568-1022

**CONTRACTOR:**

Name: Corey Newhouse dba Public Profit, LLC  
Title: Principal  
Address: 1212 Broadway, Suite #814  
Oakland CA 94612  
Phone: (510) 551-5708

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

**8. Invoicing**

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

- 1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
- 2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
  - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and a statement that subsequent arrest records have been requested for each person listed.
  - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

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

**10. Insurance:**

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

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

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

**OR**

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

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



Professional Services Contract

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

Contractor initial: CW

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

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  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).







EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Ratification by the Board of Education of the Professional Services Contract between District and Corey Newhouse dba Public Profit, LLC, Oakland, CA, for the latter to conduct formal site visits and prepare summaries of site visit findings, prepare site-level performance summaries for the Interim and Annual Findings report, collect and summarize promising practices in after school, purchase materials and training modules required to implement the Youth Program Quality Assessment (YPQA), complete state and federal evaluation and performance reports, and present key evaluation findings to District Leadership for the After School Programs Office for the period of October 1, 2011, through June 30, 2012, in the amount of \$40,000.00.

SCOPE OF WORK

Corey Newhouse dba Public Profit, LLC will provide a maximum of \_\_\_\_\_ hours of services at a rate of \$\_\_\_\_\_ per hour for a total not to exceed \$40,000.00. Services are anticipated to begin on 10/01/2011 and end on 06/30/2012.

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

Public Profit will provide a comprehensive annual evaluation of 83 OUSD After School Programs, detailing scope of services, program performance, point of service quality, and direct and contributory outcomes of programs. Evaluation services include participation in ongoing collaborative meetings with OUSD and Oakland Fund for Children and Youth staff to refine evaluation design and evaluation tools and implement quarterly site coordinator meetings; development, implementation, and analysis of annual youth, parent, teacher, principal, and after school staff surveys; analysis of Cityspan participation and program data, formal site visit data, and student attendance and achievement data; coordination of YPQA-related trainings and materials from the Weikart Center; production and presentation of finalized annual evaluation report; delivery of all evaluation data in CD format to OUSD after School Programs Office and Research & Assessment Dept; and completion of evaluation reports required by the CA Dept. of Education. (refer to attached Evaluator Scope of Work for more details)

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.

The comprehensive annual after school evaluation by Public Profit will provide valuable data to inform after school continuous program improvement efforts. Programs will be evaluated on their delivery of high quality youth development practices that support student engagement, skill development, and connection to school day learning. The evaluation will document the contribution that after school programs make in improving school day attendance and student achievement, fostering college and career readiness, providing internships and work opportunities for older youth, and supporting students' health, wellness, and social-emotional development. As a result of this evaluation project, 83 OUSD after school programs will have district wide and site specific after school data that will inform the development of the Extended Learning component of each school's Community School Strategic Site Plan.

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

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

**4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

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









**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - PERSON-ORGANIZATION

33178  
\*2100046IF13460112

OAKLAND UNIFIED SCHOOL DIST  
1025 2ND AVE-OAKLAND,CA 94606T  
1025 2ND AVE-OAKLAND,CA 94606  
CITY AND COUNTY OF SAN FRANCISCO AND SF CHILDREN AND FAMILIES  
COMMISSION  
1390 MARKET STREET, SUITE 318  
SAN FRANCISCO CA 94102

CITY AND COUNTY OF SAN FRANCISCO  
ITS EMPLOYEES, AGENTS AND OFFICERS ARE LISTED AS ADDITIONAL  
INSUREDS  
1390 MARKET STREET, SUITE 318  
SAN FRANCISCO, CA 94102

CITY OF OAKLAND  
ITS COUNCIL MEMBERS, DIRECTORS, OFFICERS, AGENTS, ASSIGNS, AND  
EMPLOYEES  
150 FRANK H OGAWA PLAZA STE 4353  
OAKLAND, CA 94612

SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
IT BOARD OFFICERS AND EMPLOYEES  
135 VAN NESS AVENUE  
SAN FRANCISCO CA 94102

SAN FRANCISCO STATE UNIVERSITY  
STATE OF CALIFORNIA  
TRUSTEES OF CALIFORNIA STATE UNIVERSITY  
THE UNIVERSITY EMPLOYEES, OFFICERS, AND AGENTS OF EACH OF THEM  
1600 HOLLOWAY AVE, ADM 471  
SAN FRANCISCO, CA 94132

**SPECTRUM POLICY DECLARATIONS (Continued)**

**POLICY NUMBER:** 46 SBM IF1346

**ADDITIONAL INSURED:** THE FOLLOWING ARE ADDITIONAL INSURED FOR BUSINESS  
LIABILITY COVERAGE IN THIS POLICY.

<b>LOCATION</b>	<b>001 BUILDING 001</b>
<b>TYPE</b>	<b>PERSON ORGANIZATION</b>
<b>NAME</b>	<b>SEE FORM IH 12 00</b>



**Oakland Unified School District  
Complementary Learning Department, After School Programs Office**

**AFTER SCHOOL PROGRAMS EVALUATION  
EVALUATOR SCOPE OF WORK**

**I. PROGRAM EVALUATION GOALS**

The program evaluation will take place during the 2011-12 school year, and is co-funded by the Oakland Fund for Children and Youth. The evaluation will include 83 school-based after school programs supported by OUSD, 2 charter school based programs funded by OFCY, and 6 school-based transition support programs in OUSD schools funded by OFCY.

The purpose of this after school program evaluation is two-fold:

1. To meet the basic requirements for *compliance* under federal and state regulations, including 21<sup>st</sup> Century Learning Centers (including After School Safety and Enrichment for Teens/ASSETS).
2. To assess alignment of programs with the school-day and the overall effectiveness of the proposed after school goals and objectives, reflecting the *formative* component of this evaluation.

The compliance component of this program evaluation will adhere closely to the requirements of the California Department of Education and US Department of Education. The formative component will draw upon features of the compliance component but will also extend beyond these requirements to generate useful program assessment and development.

To successfully conduct these two components of the after school program evaluation, the evaluation contractor will meet the following evaluation goals:

1. Empower after school program coordinators to make data-oriented decisions by improving the access and ability to use student and program assessment data.
2. Minimize paperwork burden and repetition of effort in data collection and program assessment activities.
3. Enhance the ASP team's services and operations by responding to needs and opportunities identified in the field.
4. Raise the profile of after school programs in Oakland by producing high quality evaluation reports.

## II. PROGRAMS

101	ALLENDALE	150	SANTA FE
102	BELLA VISTA	151	SEQUOIA
103	BROOKFIELD	154	SOBRANTE PARK (K-5)
105	BURCKHALTER	165	ACORN WOODLAND
107	EAST OAKLAND PRIDE (Webster)	166	HOWARD
108	CLEVELAND	168	CARL MUNCK
112	GREENLEAF ( <i>Whittier</i> )	170	HOOVER
113	LEARNING WITHOUT LIMITS ( <i>Jefferson</i> )	172	FRED T. KOREMATSU (Stonehurst)
114	GLOBAL FAMILY SCHOOL ( <i>Jefferson</i> )	174	MARSHALL
115	EMERSON	175	MANZANITA SEED
116	FRANKLIN	177	ESPERANZA ACADEMY (Stonehurst)
117	FRUITVALE	178	BRIDGES ACADEMY
118	GARFIELD	179	MANZANITA COMMUNITY
119	GLENVIEW	181	ENCOMPASS ACADEMY
121	LA ESCUELITA	182	M.L. KING, JR.
122	GRASS VALLEY	183	PLACE @ PRESCOTT
123	FUTURES ELEMENTARY	185	ASCEND
125	NEW HIGHLAND ACADEMY	186	INTERNATIONAL COMMUNITY SCHOOL
129	LAFAYETTE	190	THINK COLLEGE NOW
130	LAKEVIEW	191	SANKOFA (K-5)
131	LAUREL	192	RISE COMMUNITY SCHOOL
132	LAZEAR	193	REACH ACADEMY
133	LINCOLN		
136	HORACE MANN		
138	MARKHAM		
139	MAXWELL PARK		
144	PARKER		
145	PERALTA		
146	PIEDMONT AVENUE		
149	COMMUNITY UNITED (Lockwood)		

201	CLAREMONT	221	ELMHURST COMMUNITY PREP
203	FRICK	223	BUNCHE
204	WEST OAKLAND MIDDLE	224	ALLIANCE ACADEMY
206	BRET HARTE	226	ROOTS
208	BARACK OBAMA ACADEMY (7,8)	228	UNITED FOR SUCCESS
210	EDNA BREWER	232	COLISEUM COLLEGE PREP ACADEMY (Middle and High schools)
212	ROOSEVELT	235	MELROSE LEADERSHIP
213	WESTLAKE	236	URBAN PROMISE ACADEMY
215	MADISON	335	LIFE ACADEMY
304	OAKLAND HIGH	338	MET WEST



305	OAKLAND TECHNICAL	339	ARCHITECTURE ACADEMY ( <i>Fremont</i> )
306	SKYLINE	342	MANDELA ( <i>Fremont</i> )
310	DEWEY	343	MEDIA ACADEMY ( <i>Fremont</i> )
313	STREET ACADEMY	344	YOUTH EMPOWERMENT SCHOOL
314	FAR WEST (8-12)	351	EXCEL (McClymonds)
		352	RUDSDALE Continuation

### III. EVALUATOR ACTIVITIES

As the contracting organization, OUSD expects the contractor to work closely with OUSD staff members on this evaluation project. The objectives of this ongoing working relationship includes the following: for the contractor to provide written and verbal briefings about the progress of the evaluation, to ensure that timelines are being met, to cooperatively resolve issues as they arise, and to share information relevant to the evaluation.

OUSD will:

- Work with the contractor on an ongoing basis to remain informed of after school program and accountability developments;
- Assist in developing of all data-collection instruments;
- Review and approve all data-collection instruments;
- Coordinate access to relevant OUSD databases and data sources;
- Assist in selecting after school program sites for any intensive study;
- Assist or participate in data-collection activities, including administering and collecting surveys and conducting site visits;
- Review qualitative and quantitative data analyses;
- Review statistical methods;
- Monitor the ongoing work of the contractor to ensure compliance with contract terms;
- Review and approve contract changes, if necessary;
- Meet and confer with the contractor about study implementation on a regular basis;
- Review and approve the contractor's draft and final versions of required reports.

OUSD staff will monitor this contract through the following mechanisms:

- Contractor monthly invoices;
- Contractor written weekly progress reports;
- In-person and/or phone conference meetings on a regular basis;
- Phone and email communications as needed;
- Contractor interim and final evaluation reports.

In turn, the after school program evaluation contractor will ensure that the following activities are conducted<sup>1</sup>:

- Participate quarterly evaluation-oriented program meetings that engage Site Coordinators in evaluation design activities, structured data reflection, and best practices sharing. (2 for elementary/middle and 2 for high school programs)
- Conduct site visits to all after school programs.
- Develop, disseminate, and process stakeholder surveys, including: Parent Survey; Student Survey; Principal Survey; School Day Teacher Survey; ASP Office Feedback Survey. (Parent and student surveys will be translated into Spanish, Cantonese, and Vietnamese.)
- Assure that mandated evaluation reports are submitted in a timely manner, including reports to the US Department of Education (for 21<sup>st</sup> Century Community Learning Centers grants) and to the California Department of Education (for ASES, ASSETS, and state 21<sup>st</sup> Century Community Learning Centers grants).
- Compose a mid-year and end-of-year evaluation report for use by the ASP Office, District leaders, community based agencies that manage after school programs, OFCY staff, the Planning and Oversight Committee of OFCY (POC), and Oakland City Council.
- Present key findings to District leadership at up to two meetings, at the request of ASP Office staff.
- Participate regularly in ASP Office team meetings to solicit input regarding the evaluation design, to develop learning community agendas, to provide ongoing updates on the evaluation, and to review evaluation findings.
- Purchase materials and training services from the Weikart Center for Youth Program Quality to facilitate the use of the School-Age Program Quality Assessment and Youth Program Quality Assessment tools as the official site visit protocol for the study.

#### **IV. REQUIRED PRODUCTS AND REPORTS, TIMELINE**

The contractor must provide OUSD After School Programs Office with the following products and reports:

- 1) Electronic copies of evaluation reports for funders, due according to deadlines set by the US Department of Education and California Department of Education.
- 2) An electronic copy of the 2011-12 interim evaluation report, due by February 27, 2012.
- 3) An electronic copy of the 2010-11 final evaluation report, due by October 15, 2012.
- 4) An electronic copy of any amendments to the after school program evaluation study design.
- 5) Electronic copy of any revised materials intended for use by principals, teachers, students, or parents in OUSD schools.
- 6) Electronic copies of progress reports, including discussion of issues and concerns, and summary of data and/or findings from work completed to date.

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<sup>1</sup> Note: Nearly all evaluation activities are co-funded by the Oakland Fund for Children and Youth.



The following is a working timeline for the OUSD after school program evaluation:

Month	Primary Activities	Notable Deadlines
October	Prep for Q2 meeting Collect and aggregate site visit data. Follow-up T/TA as needed.	OFCY quarterly reports due  OFCY Quarterly meeting 2 - peer-to-peer learning, T/TA  Monthly site visit summary reports to OUSD, OFCY
November	Collect and aggregate site visit data. Follow-up T/TA as needed.	Monthly site visit summary reports to OUSD, OFCY
December	Collect and aggregate site visit data. Follow-up T/TA as needed. Prep for Q3 meeting.	Monthly site visit summary reports to OUSD, OFCY
January	Collect and aggregate site visit data. Follow-up T/TA as needed. Begin Mid-Year Findings Report.	OFCY Quarterly meeting 3 - site visit findings, peer-to-peer learning, T/TA  OFCY quarterly reports due  Monthly site visit summary reports to OUSD, OFCY
February	Collect and aggregate site visit data. Follow-up T/TA as needed. Survey translation and layout. Survey replication. Finalize Mid-Year Findings Report.	Monthly site visit summary reports to OUSD, OFCY
March	Collect and aggregate site visit data. Follow-up T/TA as needed. Distribute surveys.	Deliver Mid-Year Findings Report to Evaluation Subcommittee, POC, and City Council  Distribute surveys at OUSD Coordinators' meeting and to community-based grantees
April	Prep for Q4 meeting Collect and aggregate site visit data. Follow-up T/TA as needed.	OFCY quarterly reports due  Monthly site visit summary reports to OUSD, OFCY
May	Collect and aggregate site visit data. Follow-up T/TA as needed. Collect surveys, begin entry. Begin Final Findings Report - outline, layout, site visit results.	OFCY Quarterly Meeting 4 - interim report findings, feedback on OFCY service, T/TA  Surveys due to evaluation team  Monthly site visit summary reports to OUSD, OFCY
June	Continue Final Findings Report -survey results, program attendance. Complete survey entry.	End of 2011-12 school year

## V. CONTRACT TERMS & REQUIREMENTS

### Contract Funding and Time Period

For the services outlined above, Public Profit will receive up to \$40,000. The study will begin on October 1, 2011 and end June 30, 2012. The actual starting date is contingent upon approval of the contract by OUSD. Should the funding amount change for any reason, OUSD agrees to negotiate with the contractor a revised scope of work and accompanying budget.

OUSD reserves the right to cancel the contract at any time before the end of the contract period if it believes the contractor has not performed, or is unable to perform, in accordance with the contract. The contract scope will be amended if actual funding levels are less than anticipated.

### Compensation

For services satisfactorily rendered, and upon receipt and approval of the invoices, OUSD agrees to compensate the contractor for actual expenditures incurred in accordance with the rates specified herein. Payments will be made in arrears on a monthly basis upon receipt of an itemized invoice and a progress report of activities.


## V. AGREEMENT AND SIGNATURES

I have read the full terms and requirements of the contract and hereby agree to supply the products and services request in this contract.

  
\_\_\_\_\_  
Signature

12/9/11  
\_\_\_\_\_  
Date

Corey Newhouse  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Julia Ma  
\_\_\_\_\_

12/9/11  
\_\_\_\_\_



Exhibit F  
**INVOICING AND STAFF QUALIFICATIONS FORM**  
**2011-12**

**Basic Directions**

Complete the chart below for each subcontractor and attach with Lead Agency monthly invoices.

1. Employee, agent or subcontractor name.
2. ATI #. This is the fingerprint clearance number assigned by the Department of Justice.
3. Current TB Clearance. Current means within the last 4 years. This documentation should be maintained in Lead Agency files.
4. IA Requirement. No Child Left Behind Law requires that any staff who directly supervise students and are included in the 20:1 student-to-adult ratio meet the IA requirement. This documentation should be maintained in Lead Agency files.

**Agency Information**

Agency Name	Public Profit LLC	Agency's Contact Person	Corey Newhouse
Billing Period	9/1/2009-9/30-2009	Contact Phone #	510-835-1669

Employee, Agent, or Subcontractor Name	ATI #	Current TB Clearance Documentation on File	IA Requirement Documentation on File
Corey Newhouse	M156NEC001	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NA (does not supervise students)
Cimone Satele	M163SAC002	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NA (does not supervise students)
Christina Guerra	M254GUC009	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NA (does not supervise students)
Dominique Millette	I110NID585	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NA (does not supervise students)
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

## 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 has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
- For individual consultants: Proof of negative tuberculosis status within past 4 years
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
- For All Consultants with employees: Proof of workers compensation insurance

OUSD Staff Contact Emails about this contract should be sent to: [renee.mcmearn@ousd.k12.ca.us](mailto:renee.mcmearn@ousd.k12.ca.us)

## Contractor Information

Contractor Name	Corey Newhouse dba Public Profit, LLC	Agency's Contact	Corey Newhouse		
OUSD Vendor ID #	i003827	Title	Principal		
Street Address	1212 Broadway, Suite #814	City	Oakland	State	CA Zip 94612
Telephone	(510) 551-5708	Email	corey@publicprofit.net		
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	10/01/2011	Date work will end	06/30/2012	Other Expenses	
Pay Rate Per Hour (required)	\$	Number of Hours		<b>Total Contract Amount</b>	<b>\$ 40,000.00</b>

## 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
6010	ASES	9221553201	5825	\$ 15,000.00
4124	21st CCLC	9221750401	5825	\$ 5,000.00
4124	21st ASSETS	9221850401	5825	\$ 20,000.00
<b>Requisition No.</b>	R0202568	<b>Total Contract Amount</b>	<b>\$ 40,000.00</b>	

## 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.epls.gov/epls/search.do>)

1.	<b>Administrator / Manager (Originator)</b>	Name	Julia Ma	Phone	(510) 568-1022	
	Site / Department	922/Family, School, and Community Partnerships			Fax	
	Signature	<i>Julia Ma</i>			Date Approved	12-9-11
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Complementary Learning / After School Programs					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature	<i>Renee McMearn</i>			Date Approved	12/9/11
3.	<b>Regional Executive Officer</b>					
	<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>Curtis Sarikay</i>			Date Approved	
	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>				<input type="checkbox"/> Consultant Aggregate Under \$50,000	
5.	Signature	<i>Maria Santos</i>			Date Approved	12-19-11
	<b>Superintendent, Board of Education</b> Signature on the legal contract					
<b>Legal</b> Required if not using standard contract	Approved	Denied - Reason		Date		
<b>Procurement</b>	Date Received	PO Number		P1264264		

