Board Office Use: Legis	slative File Info.			
File ID Number 20-0604				
Introduction Date	4/22/20			
Enactment Number	20-0540			
Enactment Date	4/22/2020 os			



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Andrea Bustamante, Executive Director, Community Schools and Student Services

Board Meeting Date

April 22, 2020

\$ 85,050.00

Subject

Professional Services Contract

Contractor: Servio Consulting, LLC

Services For: Community Schools and Student Services Department

Action	Requested	and
Recom	mendation	

Approval	_ by the Board of Education of Professional Services Contract between the
District and Serv	o Consulting, LLC
Frankfort, IL	, for the latter to provide
consultant will bu	illd a Salesforce Community for District's Expanded Learning and Community
Partnerships depa	artments. This Salesforce Community will be adding to District's existing
Salesforce org an	d will allow after school partners to submit and track fiscal and other
	ired for after school grant compliance. The community will also allow for
	lata and requirements for all District community partners and generate
necessary Memor	andums of Understanding for partners to deliver services on school campuses
for the period of	4/7/2020 through 11/1/2020 in an amount not to exceed

Background

(Why do we need these services? Why have you selected this vendor?) Salesforce had donated a large number of licenses and started to build a database for the District. In order to finish building desired functionality of the database, it is necessary to contract with consultants as there is not currently any in-house expertise. This phase of the project will allow for more effective collection of necessary documentation to ensure compliance with various grant and California Education Code requirements around having non-employees to provide services for students.

Servio was selected as the vendor to complete this phase because of their extensive experience both with the Salesforce platform as well as in the field of Education with more than 25 years of experience implementing systems for clients. They are also an approved Salesforce consulting partner.

Competitively Bid

Was this contract competitively bid? No

If no, exception: Professional Services Agreement of less than \$92,600

Fiscal Impact

Funding resource(s): ASES (Resource 6010), Donations (Resource 9011), Prop 47 (Resource 7085)

Attachments

Professional Services Contract

Board Office Use: Legis	slative File Info.
File ID Number	20-0604
Introduction Date	4/22/20
Enactment Number	20-0540
Enactment Date	4/22/2020 os

experienced, and competent to provide such services. The parties agree as follows:

This Agreement is entered into between_

incorporated herein by reference.

Term: The term of this Agreement shall be from _



(or the day immediately following approval by the Superintendent

PROFESSIONAL SERVICES CONTRACT 2019-2020

(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,

Services: CONTRACTOR shall provide the services ("Services" or "Work") as described in Exhibit "A," attached hereto and

4/7/2020

Servio Consulting, LLC

	by th	aggregate amount CONTRACTOR has contracted with the District is below \$92,600 in the current fiscal year; or, approva Board of Education if the total contract(s) exceed \$92,600, whichever is later) to11/1/2020 The work shall be letted no later than11/1/2020
3.	comp	pensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The ensation under this Contract shall not exceed
	Dolla	rs (\$ 85,050.00) [per fiscal year], at an hourly billing rate not to exceed\$0.00 per hour. This sum shall be for
	full p	erformance 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 CO "A," a	NTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit ttached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.
	OUS	O shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for D, except as follows:
	Paym	ent for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after FRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the nof the Work for which payment is to be made.
	a pay	ranting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR rect unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time ment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that must be replaced by CONTRACTOR without delay.
4.	Equip this A	ment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of greement.
5.	CONT	RACTOR Qualifications / Performance of Services:
	P	ONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to rovide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United tates of America, and all local laws, ordinances and/or regulations, as they may apply.
	2. S a fi	tandard of Care: CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in professional manner, without the advice, control or supervision of OUSD. CONTRACTOR's services will be performed, ndings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and ractices of its profession for services to California school districts and in accordance with applicable law, code, rule, regulation, and/or ordinance.
	i.	CONTRACTOR shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
	ii.	CONTRACTOR shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that CONTRACTOR or its employees may discover. CONTRACTOR shall use professional efforts in identifying any errors, inconsistencies, or omissions.
	3. D	istrict Approval. The work completed herein must meet the approval of OUSD and shall be subject to OUSD's general right inspection and supervision to secure the satisfactory completion thereof.
	. 4/2/2019	Requisition No P.O. No

- Certificates/Permits/Licenses/Registration: CONTRACTOR and all CONTRACTOR's employees or agents shall secure and
 maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of
 Services pursuant to this agreement.
- 7. 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.
- 8. 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: Martha Pena	CONTRACTOR: Name: Nancy Cooper					
Site /Dept.: Community Schools and Student Services Department	Title: Chief Executive Officer					
Address: 1000 Broadway, Ste 150	Address: 14 Hickory St					
Oakland, CA 94607	Frankfort, IL 60423					
Phone: 510-879-2885	Phone: 815-770-2666					
Email: martha.pena @ousd.org	Email: nancy.cooper@servioconsulting.com					
Notice shall be effective when received if personally served or		4				

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.

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:

- 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 (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
 - ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of the Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). 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.
- 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).

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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, sexual orientation, or other legally protected class.

13. 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.

14. Termination:

- For Convenience by OUSD: 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.
- With Cause by District. OUSD may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - material violation of this Agreement by the CONTRACTOR; or
 - ii. any act by CONTRACTOR exposing OUSD to liability to others for personal injury or property damage; or
 - CONTRACTOR is adjudged bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONTRACTOR's insolvency.

Written notice by OUSD shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, OUSD may secure the required Services from another CONTRACTOR. If the expense, fees, and/or costs to OUSD exceeds the cost of providing the Services pursuant to this Agreement, CONTRACTOR shall immediately pay the excess expense, fees, and/or costs to OUSD upon the receipt of OUSD's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to OUSD.

Upon termination, CONTRACTOR shall provide OUSD with all documents produced maintained or collected by CONTRACTOR pursuant to this Agreement, whether or not such documents are final or draft documents.

- 15. 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 agents who work with students must submit to a tuberculosis risk assessment as required by Education Code 49406 within the prior 60 days. If tuberculosis risk factors are identified, CONTRACTOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the CONTRACTOR agent shall obtain an x-ray of the lungs. At his/her discretion, CONTRACTOR agent may choose to submit to the examination instead of the risk assessment.
 - 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 contact 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.

- 16. 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.
- 17. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate CONTRACTOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation:
 - Requesting that OUSD employee(s) evaluate CONTRACTOR and CONTRACTOR's employees and subcontractors and each
 of their performance.
 - Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
- 18. 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

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- 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.
- 19. 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.
- 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.

- 21. 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/).
- 22. Severability: If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 23. Provisions Required By Law Deemed Inserted: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 24. Captions and Interpretations: Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 25. Calculation of Time: For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 26. 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 (specifically excluding any underlying pre-existing intellectual property). OUSD may, with CONTRACTOR's prior written consent, use 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 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.
- 27. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
- 28. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
- 29. Incorporation of Recitals and Exhibits: Any recitals and exhibits attached to this Agreement are incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.

Professional Services Contract

- 30. 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.
- 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.
- 32. 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.
- 33. **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.
- 34. 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.
- 35. Indemnification: To the furthest extent permitted by California law, CONTRACTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of or in any way related to the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend the Indemnified Parties from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of or in any way related to the performance of this Agreement. CONTRACTOR shall, to the fullest extent permitted by California law, defend the Indemnified Parties at CONTRACTOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend the Indemnified Parties. This provision survives termination of this Agreement.
- 36. Contract Publicly Posted: This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 37. 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 that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTR	ICT	CONTRACTOR	
py that	4/23/2020	Navy Cooper	3/13/2020
☑ President, Board of Education ☐ Superintendent	Date	Contractor Signature	Date
Chief or Deputy Chief		Nancy Cooper	Chief Executive Officer
Secretary, Board of Education	4/23/2020 Date	Print Name, Title	

Form approved by OUSD General Counsel for 2018-19 FY

EXHIBIT "A" SCOPE OF WORK

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

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

See attached scope of work.

Professional Services Contract

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.

All Community Partnership data and Memorandums of Understanding will be managed through new Salesforce Community before the end of 2020.

All invoices and other requested deliverables from community-based organizations running after school programs funded by After School Educations and Safety(ASES) or 21st Century grants will be submitted via new Community before the end of 2020.

3.	Ali	gnment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds):
		Action Item included in Board Approved SPSA (no additional documentation required) – 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. Boss week in the second in the

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

Oakland Unified School District Expanded Learning Statement of Work



February 7, 2020

SUBMITTED BY:

Official Registered Name: Servio Consulting, LLC Certified WOSB by the WBENC – Certification #WOSB180156

Dun & Bradstreet Number: 08-047-8850

CAGE Code Number: 7SH33

Address: 14 Hickory Street, Frankfort, IL 60423 Main Telephone Number: 855.737.8461







EXHIBIT A-STATEMENT OF WORK

This SOW is issued pursuant to and is part of the Agreement between Servio Consulting, LLC (Servio) and Oakland Unified School District (OUSD) dated February 7, 2020.

Company Overview

Servio Consulting, LLC (Servio) along with our strategic partner Salesforce® are proud to propose our solution to OUSD. Our Salesforce® solutions are designed to drive you towards your goals by defining processes in Salesforce® and increasing operating efficiencies to maximize your return on investment. As a Salesforce® consulting partner, we believe in execution, accountability, and partnership.

Over the past twenty-five (25) years, Servio consultants have implemented Commercial Off-the-Shelf (COTS) based systems while cultivating and sustaining excellent relationships with public, non-profit, and private sector clients. We utilize a broad range of functional and technical experience held by our diverse group of consultants, and enlist project teams that focus on developing customized and practical technology solutions. In addition, every Servio client—regardless of project size— benefits from the personalized attention of Servio's highly experienced executive team, whose primary focus is to nurture client relationships throughout all stages of the engagement to ensure success.

Below are examples of some of the services provided by Servio:

Customization Services

Salesforce® Administration & Development Services

Integration Services & Data Migration Services

Salesforce® Assessment & Implementation

Training

Managed Service

Management Consulting

At Servio we pride ourselves in working closely with clients to identify areas in which processes can be streamlined or enhanced to provide the maximum effectiveness and efficiency possible. Whether it is a fresh pair of eyes, a fresh pair of hands, or just a fresh idea or two, sometimes an organization needs a unique perspective to help them improve their operations. Servio will work side by side with OUSD providing handholding when necessary but guiding you to stand up and run on your own. Servio provides program and project management, business process reengineering, requirements gathering and analysis, independent project oversight, quality assurance, training, and organizational change management.

Salesforce® Platform Development & Integration

The benefits that OUSD will receive from Servio includes improved business practices, increased productivity, reduced operating costs, increased customer satisfaction, and maximized return on investment. Our consultants are strong advisors who stay on the cutting edge of Salesforce® technologies to assist OUSD in utilizing their Salesforce® Solution at the highest level. We are Salesforce® experts, your trusted advisor and long-term partner.

Servio's Education Experience

Servio has extensive experience in the Education Industry utilizing the Salesforce® platform from K-12 to Higher Education including boarding schools, charter schools and specialty schools. This includes taking the student through the system from recruitment to nurturing alumni and donor relationships. Not only has Servio engaged in several projects that encompass the standard functionality around attracting and retaining students, improving student engagement, alumni engagement and donor management, Servio has built out an education toolbox.

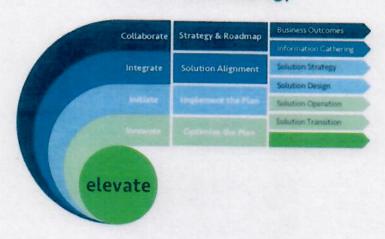
Servio's Education Toolbox



Project Methodology

Using our Ci2i Methodology allows Servio to systematically manage our projects. We will then configure the proposed functionality iteratively. Any necessary customization will be identified and addressed based on the corresponding business requirement. The functional requirements mapping provides our preliminary thinking around customizations. At the conclusion of the iteration, OUSD can view the functionality. To support the process, the team will approach employing continuous integration and the Iterations continue.

Ci2i Methodology



The project begins with a **Collaboration Phase**. During the Collaboration Phase, Servio will work with OUSD to create a strategy for their Expanded Learning implementation. In addition, we will work with OUSD to validate implementation requirements that combine the functional and technical requirements with the data analysis. We will determine what objects and fields already exist in their current Salesforce org and what automation is needed. After the Collaboration Phase has been completed, a data model will be created as the foundation for the Salesforce® Platform. The data model will encompass all data records, objects, fields and automation.

Servio will employ our proprietary approach to confirm solution fit by working closely with OUSD to map OUSD's requirements to the Salesforce® capabilities and then we will assist OUSD in selecting the configuration options that best meet the identified requirements.

The Integrate Phase is intended to determine the key design elements that will drive a successful solution. The release planning iteration will break the business requirements into iterations that include major functionality groups. It will also verify that sufficient user detail exists to convert the requirements into user stories that drive the build. Technical design guidelines, data model choices, and interface style decisions will be made during the release planning iteration. Design iterations analyze specific user interface or user flow choices and are used to provide additional detail that Business Analysts and Developers will need to deliver the user stories. Grooming iterations then compile and organize the user stories to control scope, timeline, and budget.

The **Initiate Phase** will implement the design in a series of build iterations. These iterations use the prioritized stories from the backlog created in the iteration to deliver and measure implementation progress. The Build Iterations will continuously integrate configuration and development activities. This allows individual components of the complete solution to evolve and then OUSD can approve them as they are completed – this approach helps avoid a large-scale single acceptance effort that we believe would be highly complex and very risky. A demo for approval will be given to OUSD after each iteration.

The transition to go-live is intended to ensure that the solution is consumable and secure. During the phase, the team will prepare any final documentation deliverables, often perform informal coaching for support team members, and generally prepare the solution for deployment. Strong focus will also be given to security in this phase. Although the Salesforce®.com platform is highly secure, we believe our rigorous approach is the best way to avoid security vulnerabilities. In addition, this will include the data migration, user roles setup, Testing, and Training. After go-live, the **Innovate Phase** will include support and updates.

Training:

Servio, along with its highly-respected partner, Salesforce®, has extensive experience and a proven track record designing successful training strategies.

Salesforce® Training: Training will be tailored to address OUSD's implementation, Servio will provide you with training scripts to use for two-hour hands on training sessions. The training will be conducted via webinar and can be recorded for future use.

Drive Adoption: Access exclusive success programs and 1-on-1 engagements through Accelerators & Success Managers to provide you with best practices, adoption strategies, proactive recommendations, and release readiness.

Get Support: Get direct access to our highly skilled Support team for expert answers fast - whether you have how-to questions, technical issues, or need to troubleshoot code.

Boost Productivity: Extend your team's capacity and achieve maximum Salesforce® ROI with Premier's fast, expert, and personalized experience.

Project Plan Overview

Servio is proposing its services to build a Salesforce Community for OUSD's Expanded Learning Department and will use an existing OUSD Salesforce org. The Community will allow the partner user to log in and view encumbrances that they have associated agreements on. A key benefit of the community is the ability to limit visibility and access to specific users. This adds the reassurance that drawdowns are being created as accurately and securely as possible. In addition to invoice submissions, vendors will also be able to log incidents that happen at programs as well as track program attendance.

Once a partner clicks on the encumbrance they will be able to create a new invoice and fill out all necessary information about the drawdown that is getting created. The information included will include the ability to upload attachments, such as a signed copy of the invoice by the principal or agency director.

After the drawdown is created, an internal user at OUSD will receive notification of the drawdown, then the approval process can begin. The user will work through the drawdown inside of Salesforce, in a similar manner to what is being done today. The goal of this project is not to change the internal process completely, but rather build and expand on it to allow for more efficiencies and self-service from the partner perspective.

Upon approval, the partner will receive notification of that the drawdown has been approved and has been forwarded to Accounts Payable for processing. After payment, the partner will receive a notification that the payment is on its way. These notifications can be done via standard automation tools inside of Salesforce, so there will not be a need for custom code. Reducing custom code will allow for a more scalable, maintainable and reliable system going forward.

Throughout this entire process, the partner user will be able to login into the community to view the status of all their drawdowns/invoices. Allowing the user to self-serve will allow for more transparency between OUSD and partners, as well as fewer questions coming in directly to OUSD.

For incident submission, the vendor will be able to log into the same Salesforce Community as the invoice submission and log any incidents that have happened on any given day. This incident intake form will work to gather key data points about the incident and track them within Salesforce.

Once the incident data is inside of Salesforce, automation will be built to notify the necessary parties that an incident has occurred. OUSD will also be able to run reports to bring together all incident information.

Through the same community, vendors will be able to log the attendance of their programs. The vendor will see a schedule of all program days and note whether the program had happened on any given day. If the program did not happen then the vendor will be able to enter data on the reasoning a program did not happen.

Servio will also be building a review tool in the org. This tool will give the org an internal feedback object that is stored on the vendor account. Users will be able to log in and create records on the object that will allow them to score each vendor. OUSD can then use a roll-up summary of the scores on the vendor account, which will enable them to report on that vendor and see how they compare to their peers.

OUSD will be able to generate the MOU agreements directly out of Salesforce using an integration with DocuSign. Assuming OUSD has a current DocuSign license that allows for an integration with Salesforce and a proper envelope count to be able to intake the functionality of Martin's group.

OUSD will have Partner Community licensing for their community that will enable them to show a Salesforce dashboard to the community users. This allows those users to get a deeper understanding of what is happening

in this space. In addition to the community, vendor users within the community will be able to access a directory of other vendors to see what kind of programs are available. Internally, users will be able to use the standard CRM functionality of Salesforce to handle these same use cases. A security conversation will be needed in discovery to determine exactly what data the external users within the community will have access to.

Project Approach

The project will begin with a discovery meeting between OUSD and Servio. This meeting will be held to lay out expectations for both parties during the length of the project. This includes OUSD confirming all their needs and requirements while also giving Servio an opportunity to ask crucial questions. Once the meeting is complete and all requirements are gathered and signed off on, Servio will begin building the community solution.

Iteration 1- Invoice Approval and Incident Submission Community

To build the partner community, Servio will begin by establishing a framework community that will highlight the primary click paths of the user after login. After determining the click paths, development will begin on the user experience and information being presented. Salesforce communities will allow for branding and user experience customizations. Servio will utilize these customizations to establish a community that feels like an extension of the systems that are already in place. This will maintain a sense of continuity for the partner while interacting with OUSD. After the click path and user experience is developed, Servio will develop the security model for the community. This will define who has access to the community and how can they interact with data while logged in. Servio will be able to configure the community for incident reporting. The tool that Servio will create for incident reporting will allow the community users to log in and log any incidents that occur that day. Once an incident has been logged, the Risk Assessment team will be notified and take the proper actions to respond the incident. Servio's configuration will also allow partners to submit invoices for grant management. This tool will be able to show what has been spent on grants and how much of the grant is left. Servio can also configure this tool to send invoice reminder emails monthly, to remind partners to enter their invoices for the month. Lastly, Servio will configure the community to take program attendance. This configuration will permit partners to log if a certain program occurred on a specific day or not. If the program does not happen, the configuration will ask for a reason as to why the program did not occur that day.

Iteration 2 - Program and Site Served Approval Community

Salesforce® Community to support a partnership approval process. Service Providers will enter the community to propose new programs and sites served. Martin's team will then supply an initial review of the proposed program or site to be served, if they are qualified then the Service Provider will be able to move forward with the process. Depending on the status of an MOU or professional service contract, the Service Provider will be asked to provide information or other action items that will lead to the proposed program or site to be served to be approved and entered into the program catalog.

Iteration 3- Internal Processes

This project will be based on a process that is already in place at OUSD in Salesforce, for this reason, the work to be done inside the org is enhancement based and will not go through a typical internal project lifecycle. Servio will work with OUSD to ensure that all processes that were already in place are going to be functional and necessary with the addition of the Salesforce community. Servio will also configure the Salesforce org to take on incident reporting from the partner community. After defining the process going forward, Servio will build automation to send email notification to the partner and Accounts payable. The partners will receive email

notification when a drawdown has been approved and when payment has been made. Accounts payable will receive email notification when a drawdown has been approved and payment needs to be fulfilled.

Project Scope

Salesforce Community Build

- Partner Invoice Submission
- Incident Submission
- Program Attendance
- Program and Site Served Approval

Automation for Email Notification

Internal Process Adaptation to Communities

Salesforce Training

Project Deliverables

2-4 hour requirements gathering sessions

Create Project Plan and Task List utilizing Quip (OUSD will have access)

2-hour training session

Salesforce & Training Documentation Guide

Iteration 1 - Communities Build

Communities Framework

Core click path of the community

User Experience Development

- o Branding
- Continuity to other systems

Data Interaction

Define data to be interacted with by the Partner user within the community

Analytics

- o 10 custom reports
- o 2 custom dashboards

Iteration 2 - Program and Site Served Approval Community

Community Click Path

Define User Experience

Build New Program or Site Served Submission Form

Configure My Submission Page

Define Community User Security

Test and Verify

Iteration 3 - Internal Processes

Testing of Current Processes

Adaptation of Current Processes

 Define what processes will stay in place moving forward and what will be deemed unnecessary with the addition of the community

Email Notification Automation

- 2 emails/notifications to partners
- 1 email/notification to Accounts Payable

Create Feedback Object
DocuSign Integration
Build External Dashboard Functionality

Innovate

Conduct Training

o End User Training – 4 Hours

Test

- o Develop Test Plans
- o Run UAT

Move to Production

Go-live

14 days of Post Production Support

Project Timeline:

Oakland Unified School District Timeline			Mont		nth '	h 1 Month 2					Month 3			3	Month 4				Month 5	
		F		F																
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Assumptions:

OUSD has an active Salesforce org.

OUSD will respond to request for information in a timely manner.

Timely user acceptance to be conducted by OUSD.

Out of Scope items are treated as a change order that requires approval from both parties.

If Servio's services are needed for data integration or migration, an additional hourly rate will apply.

Formstack Pricing is based on 1 Enterprise Plus Edition License.

- License count is based on the number of users that will need to create Forms. A license is not needed to fill out forms or view form results.
- If OUSD has a license already, that same license can be used for this project as well.

Servio will not use any custom coding for the CRM or community build.

- 3rd Party Vendor (Formstack) pricing, license count, and license type is subject to change once 3rd Party Vendors become more involved in finalizing scope, requirements, and final contracts.
- Servio worked directly with 3rd Party Vendors and the RFP to provide an accurate scope and estimate from 3rd Party Vendors.
- OUSD has an active DocuSign license that is able to integrate with Salesforce

Project Cost

Service Job	Cost
Implementation	\$85,050.00
3 rd Party Licenses	Annual Cost
Formstack Enterprise Plus	\$2,748.00

Description: Expanded Learning Implementation

Start Date: TBD

Estimated Timeframe for Completion: 19 Weeks

Investment: \$85,050 (Fixed Bid)

Work Site: Servio HQ

Client Project Manager: Andrea Bustamante

Additional Conditions/Instructions: The client will be required to complete Salesforce® Project Survey upon completion.

Project Implementation Payment Terms:

Time	% of Total	Total
Signing of Contract	50%	\$42,525.00
30 days after signing	25%	\$21,262.50
Go-Live	25%	\$21,262.50

Approvais:	
Servio Consulting, LLC	Oakland Unified School District
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:



PROVIDING A 360° EDUCATION EXPERIENCE FOR INSTITUTIONS AND STUDENT

Capability Statement

Servio Consulting, LLC is a certified Woman-Owned Small Business (WOSB) that has earned a stellar reputation as a consulting firm that leverages expertise in both information technology and business strategy to develop comprehensive technology-based solutions that deliver measurable results. Our Education solutions are designed to give Institutions a 360° view of their students and students at 360° view of their education experience. As a Salesforce consulting partner, we believe in execution and accountability.

Differentiators









Core Competencies

Servio specializes in providing a full life cycle view of a student's Education Journey, from prospect to alumni, utilizing the Salesforce® Platform including:

- o Education Data Architecture
- Sales or Service Cloud
- o Communities
- o Pardot
- o Quip
- o Einstein Analytics
- o Salesforce Advisor Link

Company Snapshot

Owner/CEO: Nancy Cooper Phone: (855) 737-8461 (Toll Free) E-Mail: info@servioconsulting.com

Address: 14 Hickory Street – Frankfort, IL 60423

Work Area: National Incorporated: 2016

Website: www.servioconsulting.com IPG System Vendor #: 20459244

DUNS: 08-047-8850 | CAGE: 7SH33 | IPG #: 20459244

Additional Solutions

Formstack – Forms Builder
Mogli – SMS Texting
Event Management
Grant Management
Facility Maintenance Management
Teacher Recruitment & Principal Promotion/Retention

NAICS Codes

541511: Custom Computer Programming Services 541511: Computer programming services, custom 541512: Computer software consulting services 541519: Other Computer Related Services 7379: Computer Systems Consultants

Past Performance

Partial Education Customer List

- Chicago Public Schools
- Hill-Murray School
- Wisconsin Indianhead Technical College
- Lake Forest Graduate School of Management
- Hennepin Technical College
- City Colleges of Chicago
- Illinois Mathematics and Science Academy
- AIM Academy
- Lincoln-Way High School District 210
 Foundation for Educational Excellence

SAM Search Results List of records matching your search for:

Search Term : servio consulting* Record Status: Active

ENTITY Servio Consulting, LLC

Status: Active

DUNS: 080478850

+4:

CAGE Code: 7SH33

DoDAAC:

Expiration Date: 10/02/2020

Has Active Exclusion?: No

Debt Subject to Offset?: No

Address: 14 Hickory St

City: Frankfort

ZIP Code: 60423-2002

State/Province: ILLINOIS

Country: UNITED STATES

03-13-2020

OUSD USE ONLY

Servio Consulting, LLC 14 Hickory Street Frankfort, IL 60423

ATTN: Leslie Buenz

RE: Authorization to Proceed with Consultant Contract Processing

This letter is to inform you that you have successfully completed the consultant review process for Vendor Management in ContractsOnline for the current school year.

This authorization shall expire at the conclusion of the $\frac{2019-2020}{}$ school year.

Please note that THIS IS NOT AN AUTHORIZATION TO START WORK.

You must complete the entire Contract Approval Process, which includes:

- A) Final contract execution and District Approval, and/or;
 - B) Issuance of your Purchase Order Number

whichever happens first.

Thank you for your commitment to help support and enhance the educational experience of Oakland students.

Procurement Department,
Oakland Unified School District

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2019-2020



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Contractor Name Servio Consulting, LLC OUSD Vendor ID # 006408						Contractor's Contact Nancy Cooper									
Street Address 14 Hickory St						Title Chief Executi					and the second s				
Telephone 815-770-2666											The second second	Zip Code 60423			
				an an OUSD co				nancy.cooper@servioconsulting.com							
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Site/Dept. Name Community Schools and Stude					udent Services Departme			Site #	t 92	922 Phone			510-879-2885		
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Signature	Scotus and is qualified to provide services described in the scope of work														
Superintendent, Board of Education Signature on the legal contract									Date Approved 3/23/2020						
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