

Board Office Use: Legislative File Info.	
File ID Number	13-0889
Introduction Date	5/22/13
Enactment Number	13-0876
Enactment Date	5-22-13



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
Tony Smith, Ph.D., Superintendent

From By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date 5-22-13
(To be completed by Procurement)

Subject Professional Services Contract Amendment - 1
Urban Strategies Council Oakland CA (Contractor, City/State) -
922/Family, School, and Community Partnerships Department (site/department)

Action Requested Approval by the Governing Board of the amendment to the professional services contract between the District and Urban Strategies Council. Services to be primarily provided to 922/Family, School, and Community Partnership for the period of 01/10/2013 through 06/30/2013, in an amount not to exceed \$20,000.00.

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

In alignment with the District's Strategic Plan, Family, School, & Community Partnerships Department seeks to develop an evaluation framework for Oakland's Full Service Community Schools. Consultant will work with the Family, School, & Community Partnerships Department to develop and implement a formative and summative evaluation framework.

Discussion
One paragraph summary of the amended scope of work.

Approval by the Board of Education for Amendment No. 1 of the Professional Services Contract between the District and Urban Strategies Council, Oakland, CA, for the latter to provide additional support to build the systems, structures, and tools necessary to successfully implement and sustain the Full Service Community School vision with regard to assessment, evaluation, reflection and revision to include developing a framework for establishing qualitative and quantitative baseline for short and long term indicators of community school effectiveness and support in developing a system to regularly collect information on site and district level indicators for the period of January 10, 2013 through June 30, 2013, in the amount of \$20,000.00, increasing the agreement from \$50,000.00, to a not to exceed amount of \$70,000.00. All terms and conditions of the Contract remain in full force and effect.

Recommendation Approval by the Governing Board of the amendment to the professional services contract between the District and Urban Strategies Council. Services to be primarily provided to 922/Family, School, and Community Partnership for the period of 01/10/2013 through 06/30/2013, in an amount not to exceed \$20,000.00.

Fiscal Impact Funding resource name (please spell out) 9225/Kaiser-Health and Wellness not to exceed \$20,000.00.

Attachments

- Contract Amendment
- Copy of original contract

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Urban Strategies Council (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on January 10, 2012, and the parties agree to amend that Agreement as follows:

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

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

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation has changed: The contract price is amended by
 Increase of \$ 20,000.00 to original contract amount
 Decrease of \$ _____ to original contract amount
and the new contract total is Seventy Thousand dollars (\$ 70,000.00)

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education
 Superintendent or Designee

Edgar Rakestraw, Jr.
Edgar Rakestraw, Jr., Secretary
Board of Education

5/23/13
Date

5/23/13
Date

CONTRACTOR

[Signature]
Contractor Signature

Junious Williams, CEO
Print Name, Title

4/29/13
Date

SCOPE OF WORK

Task Force Facilitation and Support to Develop a Comprehensive Plan for School Site Governance

**Submitted by:
Urban Strategies Council
February 21, 2013**

Updated Scope of Work

The scope of work for this project has been revised to break the work into two phases. The first Phase will begin on March 1 and continue through June 30, 2013. The second Phase will begin July 1, 2013 with an ending date to be determined.

Phase I-March 1—June 30, 2013

I. Documentation of Current Decision Making Authority (see detail on pages 3-6 below)

II. Composing and Convening a Task Force (only these items from pages 3-6 below) **Activities**

1. Determine the composition of the Task Force
2. Invite prospective candidates to join the Task Force
3. Convene the Task Force for 4 meetings over the next 4 months to discuss and resolve the following topics or issues:
 - a) an orientation to establish procedures for Task Force and conduct a review of the Board policy for School Governance;
 - b) review existing laws, regulations, collective bargaining agreements and grants and contract provisions related to decision making;
 - c) review site decision making policies and regulations from Oakland and other districts and develop a framework for the implementation plan and administrative regulations;
 - d) Through surveys, interviews, focus groups and meetings, identify what various members of the school community want to make decision about at the site level

Deliverables

1. A Task Force of 12-18 individuals.
2. Agendas and meeting notes for each of 4 Task Force meetings.

III. With Assistance of Task Force, Obtain School Community Input on Decision Making (only these items from pages 3-6 below)

Activities:

1. Through surveys or focus groups or meetings, gather input from the school community (including staff, parents, students and community members) regarding what specific decisions in each area of autonomy they would like to see delegated to the school site and to whom or what body.

Deliverables

1. A summary by role group of what decisions should be made at the site level and by whom

IV. Consultation with District Staff (only these items from pages 3-6 below)

Activities

1. Initial meeting with key district staff with responsibilities for each of the four areas of autonomies to obtain their input and recommendations for site decision making authority and to identify areas of caution and concern in delegation of decision making authority to the sites
2. Three monthly consultation with OUSD staff on implications for site decision making for supervisory authority, regional and central decision making and Board decision making

Deliverables

1. Clear understanding by central staff, Task Force and the Superintendent of the legal and organizational parameters of site decision making and the implications of site decision making on the central office operations in the four areas of autonomies

V. Research, Document Design and Writing (only these items from pages 3-6 below)

Activities

1. Collect and analyze documents from prior and current OUSD site decision making processes
2. Collect and analyze documents from other school districts employing site decision making policies

Deliverables

1. Summary of OUSD prior effort on site decision making
2. Summary of best practices and models from other school districts

Site Decision Making Task Force Personnel Budget- Phase 1		
Tasks	HOURS	COSTS
Task 1. Documentation of Current Decision Making Authority	46	\$ 6,500
Task 2. Composing and Convening a Task Force	151	\$ 21,166
Task 3. With Assistance of Task Force, Obtain School Community Input on Decision Making	72	\$ 6,024
Task 4. Consultation with District Staff	42	\$ 6,100
Task 5. Research, Document Design and Writing	20	\$ 2,900
Task 6. General Administration and Communications	49	\$ 7,250
Grand Total	380	\$ 49,940.00

BACKGROUND

In April 2012 the OUSD Board of Education adopted a policy statement on School Site Governance. Under the policy statement, the Superintendent was instructed to develop a comprehensive implementation plan to make the policy statement operational.

The OUSD is interested in convening a group of stakeholders, including members of the task force convened by Board Member David Kakishiba in the course of developing the Board policy, which can advise the superintendent on the comprehensive plan to govern implementation of the policy.

The OUSD is interested in Urban Strategies Council's assistance in convening and staffing a stakeholder group that can work with district staff and the Superintendent's office in developing the implementation plan.

This document presents a draft scope of work which sets forth tasks, activities and deliverables that would be the focus of a contract between OUSD and Urban Strategies Council.

MAJOR TASKS

In order to develop the implementation plan, it is recommended that several activities be undertaken to provide the proposed Task Force with information on which to base their recommendations to the Superintendent. Additionally, we recommend a series of tasks related to the actual management and facilitation of the task force process in order to produce the proposed plan for recommendation to the Superintendent. Both sets of tasks and the underlying activities are set forth below.

I. Documentation of Current Decision Making Authority

Need: Staff and Task Force members need to clearly understand the legal, collective bargaining, grant and other requirements and responsibilities for decision making as well as the current decision making responsibilities in the four areas of autonomy including staffing, calendar, programs and budget.

Activities

1. Identify and document Education Code provisions regarding delegation of decision making authority by Board, Superintendent, Principals and other designated parties.
2. Review and document collective bargaining agreements to determine where input and participation in decision making or decision making authority is granted to collective bargaining units.
3. Review and document categorical funding and grant agreements to determine where input and participation in decision making or authority for decision making is granted to administrators, staff, parents, students, community or other parties.
4. Review and document current district initiatives related to the four areas of autonomy to determine where input and participation in decision making or decision making authority is granted to administrators, staff, parents, students, community or other parties and determine their relationship to site decision making.

5. Identify and document what decisions are currently delegated to sites and to whom at the sites; develop a matrix identifying current site decision making authority related to the four autonomies and any other areas identified.

Deliverables

1. A summary of Education Code provisions related to non-delegable decision making responsibilities in each of the four areas of autonomies
2. A summary of collective bargaining agreements provisions providing for bargaining unit input or participation in decision making in the four areas of autonomies
3. A summary of categorical funding or grant agreements providing for administrator, staff, parents, student, community or other party input or participation in decision making in the four areas of autonomies
4. A summary of district initiatives and their provisions for administrator, staff, parents, student, community or other party input or participation in decision making in the four areas of autonomies
5. Table identifying current site decision making authority in each of the four areas of autonomies.

II. Composing and Convening a Task Force

Need: The district needs to convene a representative task force and engage them in the process of developing recommendations to the Superintendent on a comprehensive implementation plan and to address the specific questions which the Board identified in the course of its discussion of the proposed policy.

Activities

1. Determine the composition of the Task Force
2. Invite prospective candidates to join the Task Force
3. Convene the Task Force for 10-12 meetings over the next 10 months to discuss and resolve the following topics or issues:
 - a) an orientation to establish procedures for Task Force and conduct a review of the Board policy for School Governance;
 - b) review existing laws, regulations, collective bargaining agreements and grants and contract provisions related to decision making;
 - c) review site decision making policies and regulations from Oakland and other districts and develop a framework for the implementation plan and administrative regulations;
 - d) Through surveys, interviews, focus groups and meetings, identify what various members of the school community want to make decision about at the site level
 - e) discuss and outline plan and regulations related to programs;
 - f) discuss and outline plan and regulations related to staffing;
 - g) discuss and outline plan and regulations related to finance;
 - h) discuss and outline plan and regulations related to calendar;
 - i) discuss and decide on composition and decision making rules for site decision making bodies;
 - j) discuss and establish process for site readiness and approval for exercising autonomies including written documentation required;

- k) discuss and establish process for accountability including documenting decisions, reporting, central office and board review;
- l) determine the training and support process for school sites related to site decision making;
- m) approve final recommendations to the Superintendent on implementation plan and administrative regulations.

Deliverables

- 1. A Task Force of 12-18 individuals.
- 2. Agendas and meeting notes for each of 4 Task Force meetings.

III. With Assistance of Task Force, Obtain School Community Input on Decision Making

Need: The Task Force and District staff need a clear idea of what specific decision in each area of autonomy members of the school would like to see delegated to the school site

Activities:

- 1. Through surveys or focus groups or meetings, gather input from the school community (including staff, parents, students and community members) regarding what specific decisions in each area of autonomy they would like to see delegated to the school site and to whom or what body.
- 2. Through meetings and other input mechanisms, obtain community feedback on directions and draft documents for the implementation plan and regulations

Deliverables

- 1. A summary by role group of what decisions should be made at the site level and by whom
- 2. Periodic community input and feedback on the draft implementation plan and regulations

IV. Consultation with District Staff

Need: Key district staff need to be engaged in identifying critical issues for their areas of responsibilities and advising the Task Force and the Superintendent of methods by which any legal or other requirements can be met while achieving the spirit of the Board policy that the maximum possible decision making authority be assigned to the school site level.

Activities

- 1. Initial meeting with key district staff with responsibilities for each of the four areas of autonomies to obtain their input and recommendations for site decision making authority and to identify areas of caution and concern in delegation of decision making authority to the sites
- 2. Monthly consultation with OUSD staff on implications for site decision making for supervisory authority, regional and central decision making and Board decision making
- 3. Review draft implementation and administrative regulations with key staff for each of the four areas of autonomies

Deliverables

1. Clear understanding by central staff, Task Force and the Superintendent of the legal and organizational parameters of site decision making and the implications of site decision making on the central office operations in the four areas of autonomies
2. Recommendations to the Superintendent of needed changes in central office practices and operations to accommodate the site decision making authority

V. Research, Document Design and Writing

Activities

1. Collect and analyze documents from prior and current OUSD site decision making processes
2. Collect and analyze documents from other school districts employing site decision making policies
3. Design and refine implementation plan framework
4. Draft regulations in each of the four autonomies and related implementation guidelines
5. Draft and edit introductory and other content for recommendations to Superintendent.

Deliverables

1. A document containing a set of recommendations to the Superintendent regarding a comprehensive implementation plan and administrative regulations for site decision making
2. Presentations (number to be determined) to stakeholder groups and the Board regarding recommendations

Search Results

Current Search Terms: Urban* strategies* council*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.863.20130412-1616

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



AMENDMENT ROUTING FORM

2012-2013

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1

Directions

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

1. Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work has changed. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**
4. OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

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

Attachment Checklist	<input type="checkbox"/> Contract amendment packet including Board Memo and Amendment Form <input type="checkbox"/> Amended Scope of work (Be specific as to what additional work is being done by this consultant.) <input type="checkbox"/> A Board Approved copy of the original contract and any prior Amendments.
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OUSD Staff Contact Emails about this contract should be sent to: (Required) renee.mcmeam@ousd.k12.ca.us

Contractor Information

Contractor Name	Urban Strategies Council	Agency's Contact	Junious Williams		
OUSD Vendor ID #	I004235	Title	Chief Executive Officer		
Street Address	672 13th Street	City	Oakland	State	CA Zip 94612
Telephone	(510) 893-2404	Email	cariad@urbanstrategies.org		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 50,000.00	Original PO Number	P1304929		
Amended Amount	\$ 20,000.00	New Requisition #	R0317513		
New Total Contract Amount	\$ 70,000.00	Start Date	01/10/2013	End Date	06/30/2013
Pay Rate Per Hour (Required)		Number of Hours (Required)			

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
9225	Kaiser-Health & Wellness	9221211220	5825	\$ 20,000.00
			5825	\$
			5825	\$

Approval and Routing (in order of approval steps)

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

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

1.	Site Administrator or Manager	Name	Andrea Bustamante	Phone	5102731569	Fax	5102731551
	Site / Department	922/Family, School, and Community Partnerships Department					
	Signature	<i>Andrea Bustamante</i>			Date Approved		
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Family, Schools, and Community Partnerships						
	Signature				Date Approved		
	Signature				Date Approved		
3.	Regional or Executive Officer						
	Signature	<i>Chuter Saubh</i>			Date Approved	4/26/2013	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
	Signature	<i>Maria Santos</i>			Date Approved	5-1-13	
5.	Superintendent or Board of Education	Signature on the legal contract					
Legal Required if not using standard contract		Approved		Denied - Reason		Date	
Procurement	Date Received			PO Number			



Board Office Use: Legislative File Info.	
File ID Number	12-3276
Introduction Date	01/09/2013
Enactment Number	13-0127
Enactment Date	1-9-13



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) 1-9-13

Subject Professional Services Contract -
Urban Strategies Council Oakland CA (contractor, City State)
Family, School, and Community Partnerships (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and Urban Strategies Council. Services to be primarily provided to Family, School, and Community Partnerships for the period of 01/10/2013 through 06/30/2013.

Background
A one paragraph explanation of why the consultant's services are needed.
 In alignment with the District's Strategic Plan, Family, School, & Community Partnerships Department (FSCP) seeks to develop an evaluation framework for Oakland's Full Service Community Schools. Urban Strategies Council will work with FSCP to develop and implement a formative and summative evaluation framework.

Discussion
One paragraph summary of the scope of work.
 Approval by the Board of Education of a Professional Services Contract between the District and Urban Strategies Council, Oakland, CA, for the latter to work in coordination with the Family, School, and Community Partnerships Department to build the systems, structures, and tools necessary to successfully implement and sustain the Full Service Community School vision with regard to assessment, evaluation, reflection and revision. This includes developing a framework for establishing qualitative and quantitative baseline for short and long term indicators of community school effectiveness and support in developing a system to regularly collect information on site and district level indicators for the period of January 10, 2013, through June 30, 2013, in an amount not to exceed \$50,000.00.

Recommendation Approval of professional services contract between Oakland Unified School District and Urban Strategies Council. Services to be primarily provided to Family, School, and Community Partnerships for the period of 01/10/2013 through 06/30/2013.

Fiscal Impact Funding resource name (please spell out) Kaiser Health & Wellness not to exceed \$ 50,000.00

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

Board Office Use: Legislative File Info.	
File ID Number	12-3276
Introduction Date	01/09/2013
Enactment Number	13-0127
Enactment Date	1-9-13



**OAKLAND UNIFIED
SCHOOL DISTRICT**

PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Urban Strategies Council (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:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 01/10/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Fifty Thousand Dollars (\$50,000.00). 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 \$ _____.
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:

OUSD Representative:

Name: Andrea Bustamante
Site /Dept.: Family, School, and Community Partnerships
Address: 746 Grand Avenue
Oakland, CA 94610
Phone: (510) 273-1500

CONTRACTOR:

Name: Junious Williams
Title: Chief Executive Officer
Address: 672 13th Street
Oakland CA 94612
Phone: (510) 893-2404

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 at 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.

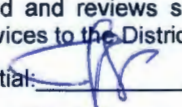
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence 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: 
- 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).

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The 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.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, 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.

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.
- 25. **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.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **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.
- 29. **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.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of 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.epls.gov/epls/search.do>)

Summary of terms and compensation:

Anticipated start date: 01/10/2013 Work shall be completed by: 06/30/2013 Total Fee: \$50,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

[Signature] 1/17/13
Date

[Signature] 1/17/13
Date

CONTRACTOR

[Signature] 12/21/12
Contractor Signature Date

Junious Williams Chief Executive Officer
Print Name, Title

File ID Number: 12-3276
 Introduction Date: 1-9-13
 Enactment Number: 13-0127
 Enactment Date: 1-9-13
 By: _____

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.

Approval by the Board of Education of a Professional Services Contract between the District and Urban Strategies Council, Oakland, CA, for the latter to work in coordination with the Family, School, and Community Partnerships Department to build the systems, structures, and tools necessary to successfully implement and sustain the Full Service Community School vision with regard to assessment, evaluation, reflection and revision. This includes developing a framework for establishing qualitative and quantitative baseline for short and long term indicators of community school effectiveness and support in developing a system to regularly collect information on site and district level indicators for the period of January 10, 2013, through June 30, 2013, in an amount not to exceed \$50,000.00.

SCOPE OF WORK

Urban Strategies Council will provide a maximum of hours of services at a rate of \$ per hour for a total not to exceed \$50,000.00. Services are anticipated to begin on 01/10/2013 and end on 06/30/2013.

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.

- A five-year outcomes-based evaluation plan for FSCS with established benchmarks, and support RAD in developing a system to regularly collect information.
A full service community schools learning agenda.
A structure for collecting and organizing tools, products and documents developed through OUSD's FSCS implementation.
A formative evaluation for the first year of full service community school implementation (2011-12) assessing qualitative and quantitative outcomes

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.

Refer to the attached document Summary Scope of Work and Budget for OUSD Full Service Community Schools Evaluation for a detailed description of expected outcomes.

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.
-



Statement of Qualifications

Junious Williams, Jr.
Chief Executive Officer

Staff:

Carla Dardis
Chief Operating Officer

Alicia Olivarez
Program Associate

Alison Feldman
Program Associate

Carmen Violich
Program Associate

Gus Newport
Senior Consultant

Iris Hemmerich
AmeriCorps VISTA Assistant

Jenna Churchman
Program Coordinator

John Garvey
Research Associate

Rebecca Brown
Research Coordinator

Sarah Marxer
Research Associate

Steve King
Program Coordinator

Steve Spiker
Research & Technology Director

Teri Carlyle
Accounting Consultant

Te Guerra
Evaluation Consultant

Urban Strategies Council (the Council) is a social impact organization using tools of research, policy, collaboration, innovation and advocacy to achieve equity and social justice. Located in Oakland, California and founded in 1987, the Council's mission is to eliminate persistent poverty by working with partners to transform low-income neighborhoods into vibrant, healthy communities. The Council works locally and regionally to provide research, data and policy analysis, strategic planning, program development, capacity building and advocacy in service of low-income communities. The Council maintains three operating programs: **economic opportunity** (affordable housing, income and asset development, workforce and economic development, community wealth and ownership, and community benefits); **community safety and justice** (prison reentry, violence prevention and community policing); and **education excellence** (full service community schools, African-American male achievement, public school strategic planning, community engagement and after school programs). We also conduct two support program including **research and technology** (data warehousing, online GIS/mapping, research and evaluation analysis to support community change, access to technology); and **community capacity building** (tools, program development, training and consulting services for community building initiatives including Oakland Boys and Men of Color, Ashland Youth Center program planning and College of Alameda Urban Leadership Development Program). www.urbanstrategies.org.

The Oakland Unified School District adopted a strategic plan, [Community Schools, Thriving Students](#), in June 2011 that called for creating a full service district to support the transition of all of its schools to full service community schools (FSCS). Since 2009, when the District began planning the FSCS strategy, Urban Strategies Council has been a partner in planning and implementing the community schools vision. We facilitated Board planning sessions, facilitated the Task Force that produced recommendations that became the foundation of the strategic plan, and have worked closely with District staff from the start to plan the structures and processes, and create the tools and supports to develop full service community schools.

The District has asked us to continue our work with them in two essential areas: building supportive, cross-sector infrastructure for sustainability and assessing the formative and summative work of full service

community schools.

Search Results

Current Search Terms: Urban* strategies* council*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.474.20121216-2150

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





Junious Williams, Jr.
Chief Executive Officer

Staff:

Carla Dartis
Chief Operating Officer

Alicia Olivarez
Program Associate

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Program Associate

Gus Newport
Senior Consultant

Iris Hemmerich
AmeriCorps VISTA Assistant

Jenna Churchman
Program Coordinator

John Garvey
Research Associate

Rebecca Brown
Research Coordinator

Sarah Marzer
Research Associate

Steve King
Program Coordinator

Steve Spiker
Research & Technology Director

Teri Carlyle
Accounting Consultant

Te Guerra
Evaluation Consultant

December 19, 2012

Renée McMearn
Contract Analyst
Oakland Unified School District
Family, School, Community Partnerships Department
746 Grand Avenue
Oakland, CA 94610

Dear Ms. McMearn:

Re: Assurance of Staff Fingerprinting and TB Testing

This is to verify that Urban Strategies Council staff assigned to the Full Service Community Schools Evaluation Project of the Oakland Unified School District will satisfy the requirements of finger printing and tuberculosis testing.

As requested by the District, we will provide proof of this verification when the evaluation work begins in terms of staff entering OUSD school sites.

Sincerely,

Junious Williams, Jr.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

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

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

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement.

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.epls.gov/epls/search.do>)
- 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. (Ref. to Section 10 of the Contract)

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

Contractor Information

Contractor Name	Urban Strategies Council	Agency's Contact	Junious Williams		
OUSD Vendor ID #	1004235	Title	Chief Executive Officer		
Street Address	672 13th Street	City	Oakland	State	CA Zip 94612
Telephone	(510) 893-2404	Email (required)	carlad@urbanstrategies.org		
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	01/10/2013	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$	Number of Hours (required)			

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
9225	Kaiser Health & Wellness	9221211220	5825	\$ 50,000.00
			5825	\$
			5825	\$
Requisition No. (required)	R0310464		Total Contract Amount	\$ 50,000.00

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Andrea Bustamante	Phone	(510) 273-1500
	Site / Department	Family, School, and Community Partnerships		Fax	(510) 273-1501
	Signature	<i>Andrea Bustamante</i>		Date Approved	12/20/2012
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature	<i>Christine Haugh</i>		Date Approved	12/20/2012
	Signature (if using multiple restricted resources)			Date Approved	
3.	Regional Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site <input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>Christine Haugh</i>		Date Approved	12/20/2012
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
	Signature	<i>Maria Mendez</i>		Date Approved	12-21-2012
5.	Superintendent, Board of Education Signature on the legal contract				
Legal	Required if not using standard contract	Approved		Denied - Reason	Date
Procurement	Date Received			PO Number	

