

Board Office Use: Legislative File Info.	
File ID Number:	18-0899
Introduction Date:	05/09/2018
Enactment Number:	18-0771
Enactment Date:	05/09/2018



Memo

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent

Board Meeting Date: 05/09/2018

Subject: Professional Service Contract

Contractor: Keith Welch of Alameda, CA

Services for: 991-NUTRITION SERVICES

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Keith Welch, Alameda, CA, for the latter to provide: Conduct qualitative and quantitative analysis of the implementation and impact of Breakfast After the Bell programs implemented during 2016-17 and 2017-18 school years. Provide full report as well as executive summaries for various audiences. for the period of 04/02/2018 through 06/30/2018 in an amount not to exceed \$13,500.00.

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

Breakfast After the Bell is a program implemented to increase services to students while increasing revenue. We would like to determine the outcomes of the program to ensure successful implementation in the future.

Discussion:
(QUANTIFY what is being purchased.)

Conduct qualitative and quantitative analysis of the implementation and impact of Breakfast After the Bell programs implemented during 2016-17 and 2017-18 school years. Provide full report as well as executive summaries for various audiences.

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Fiscal Impact: Funding Resource name(s) (detailed below) not to exceed \$13,500.00.

\$13,500.00

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Attachments: Professional Services Contract including Scope of Work



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

Legislative File ID No. _____

Department: _____

Vendor Name: _____

Contract Term: Start Date: _____ End Date: _____

Annual Cost: \$_____

Approved by: _____

Is Vendor a local Oakland business? Yes ___ No ___

Why was this Vendor selected?

Summarize the services this Vendor will be providing.

Was this contract competitively bid? Yes ___ No ___

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

___ **Educational Materials**

___ **Special Services** contracts for financial, economic, accounting, legal or administrative services

___ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)

___ **Professional Service Agreements** of less than _____ (increases a small amount on January 1 of each year)

___ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)

___ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)

___ **Emergency** contracts [requires Board resolution declaring an emergency]

___ **Technology** contracts

___ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the _____ bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected

___ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process

___ Western States Contracting Alliance Contracts (WSCA)

___ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]

___ **"Piggyback" Contracts** with other governmental entities

___ **Perishable Food**

___ **Sole Source**

___ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price

___ **Other, please provide specific exception**

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2017-2018

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

1. **Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** The term of this agreement shall be 04/02/2018 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$90,200.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$90,200.00, whichever is later) to 06/30/2018. The work shall be completed no later than 06/30/2018.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Thirteen Thousand Five Hundred Dollars and 00/100 Dollars (\$13,500.00), at an hourly billing rate not to exceed N/A per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

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

5. CONTRACTOR Qualifications / Performance of Services:

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

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

6. **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.
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: JENNIFER LE BARRE
Site /Dept.: 991-NUTRITION SERVICES
Address: 900 High St.
Oakland, CA 94601
Phone: (510) 879-8344
Email: Jennifer.LeBarre@ousd.org

CONTRACTOR:

Name: Keith Welch
Title: Owner
Address: 420 Central Ave
Alameda, CA 94501
Phone: 971-236-1816
Email: kdwelch3@gmail.com

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

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

9. **Insurance:**

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

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

Check one of the boxes below:

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

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

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

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

OR

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

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

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

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

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
 14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
 15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
 16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
 17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
 18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into 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.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
 20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
 21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
 22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

Professional Services Contract

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

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

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

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

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

- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, 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.

- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby 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.

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

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

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

- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent 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.

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

- 32. 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.

OAKLAND UNIFIED SCHOOL DISTRICT



- President, Board of Education
- Superintendent
- Chief or Deputy Chief



Secretary, Board of Education

04/16/2018
Date

05/14/2018
Date

CONTRACTOR

Keith Welch
Contractor Signature

Keith Welch, Owner
Print Name, Title

04/16/2018
Date

Form approved by OUSD General Counsel for 2017-18 FY

EXHIBIT "A" SCOPE OF WORK

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

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

See Attached Scope of Work

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Study of implementation and impact of Breakfast After the Bell Program

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

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

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

Please select:

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

Proposed Evaluation of Oakland Unified School District's Breakfast after the Bell Program

Keith Welch, MPP

Introduction

This proposal outlines my planned evaluation of OUSD's Breakfast After the Bell (BAB) program. The central challenge that the BAB program seeks to address is that too few OUSD students eat breakfast before school. In 2016-17, for example, 13% of elementary students and 27% of high school students said they had not eaten breakfast.¹ As a result, students are arriving at school without proper nutrition in preparation for the school day. This lack of proper nutrition is particularly detrimental to students who already face food insecurity at home.

OUSD's free and reduced before school breakfast program has attempted to address this challenge. However, the program has very low student participation, with only approximately 13% of students participating. This low participation not only leaves students undernourished, but also poses a financial challenge for the district. Namely, the district is unable to obtain sufficient federal reimbursements to cover the expenses necessary to provide before school breakfast.

Since BAB was implemented in twenty three OUSD schools in January 2017, breakfast participation at BAB schools has increased substantially, suggesting that this program could overcome the challenges facing the current before school breakfast program. I will evaluate whether the BAB program is an effective, equitable, and sustainable district-wide solution. I will seek to answer two key questions. First, should the Nutrition Services department expand the BAB program? Second, if so, how should it go about expanding it (i.e. what types of schools should it expand to, how many schools should it expand to, and what implementation conditions should be in place)?

I propose to use qualitative and quantitative data to answer the research questions outlined above. The qualitative aspect of the evaluation will involve an analysis of federal guidelines and detailed case studies of five OUSD schools, four of which have already implemented the BAB program and one of which will serve as a non-BAB comparison school. These case studies will be informed by three in-depth interviews at each school (with a teacher, school leader, and a

¹ 2016-17 California Healthy Kids Survey. Question wording: "Did you eat breakfast (or a morning meal/snack) today?"

member of the cafeteria staff), observations of the breakfast programs in action, and an analysis of the breakfast menu. For the quantitative aspect I will analyze data on breakfast participation, California Healthy Kids Survey (CHKS) responses, student attendance, and BAB costs and revenues from the twenty three schools that have implemented a BAB program. This evaluation would fit within the \$13,000 budget and would be completed by 6/15/2018.

This proposal also outlines a possible longer and more in-depth evaluation that would require a budget of \$20,000 and would be completed by 8/3/2018. This alternative evaluation will involve all of the aspects outlined above, but will add two key components. First, I would add three additional schools to the case studies, thereby incorporating more interviews and observations. Second, I would analyze more student outcome data, including student academic performance.

Studies on Universal School Breakfast

Multiple studies suggest that, if implemented with fidelity, universal school breakfast programs can contribute to many positive outcomes for students. These programs are associated with 1) decreased nutritional risk and decreased self reported hunger, 2) improved attendance, 3) improved standardized test scores, and 4) a decline in student behavior problems.² These potential benefits are, however, contingent on successful implementation of a universal breakfast program program, such as Breakfast After the Bell. Successful implementation requires obtaining support from key stakeholders, planning appropriate menus, identifying delivery and storage capacity, developing a budget, developing a system to track participation, and marketing the program.³ In this evaluation I will assess the extent to which OUSD is implementing its BAB program with fidelity, thereby assessing whether the program can contribute to the positive student outcomes identified in the literature. I will also explore the association between OUSD's BAB program and student outcomes, as I outline in more detail below.

Evaluation criteria

I will use three broad criteria to evaluate OUSD's BAB program: effectiveness, equity, and sustainability. The extent to which the BAB program meets these criteria will help to answer the two key research questions: 1) should Nutrition Services expand the BAB program and 2) if so,

² Murphy, J. M. (2007). Breakfast and learning: an updated review. *Current Nutrition & Food Science*, 3(1), 3-36. https://www.researchgate.net/publication/228638584_Breakfast_and_Learning_An_Updated_Review

³ University of Wisconsin-Extension. (2013). Breakfast in the Classroom: A toolkit with resources to establish the BIC program. https://fyi.uwex.edu/wischoolbreakfast/files/2009/10/BIC_FINAL-web.pdf

how should it go about expanding it? Under each criterion is a list of more specific metrics that I will use qualitative and/or quantitative data to assess.

Effectiveness

- To what extent does BAB increase the percentage of students who eat breakfast at school?
- How well does BAB improve teacher and school leader satisfaction with school breakfast services?
- To what extent is BAB associated with improvements to student outcomes (e.g. attendance, student behavior)?
- To what extent is BAB associated with improved school-wide student nutrition behaviors (e.g. increases the percentage of students who eat raw or whole fruit)?

Equity

- To what extent are the benefits of BAB consistent across students groups (NSLP eligible, race/ethnicity, gender, grade, number of years in US schools)?
- How consistent is BAB across schools and classrooms?

Sustainability

- How financially sustainable is BAB? Would an expanded BAB program bring in sufficient revenue to balance out the costs of the district-wide school breakfast program?
- How operationally sustainable is BAB?
- To what extent is BAB meeting federal guidelines?

\$13,000 Evaluation Research Design

I will use qualitative and quantitative analysis to determine the extent to which the BAB program has met the criteria outlined above. Below I outline the specific analytical approach I propose for the \$13,000 evaluation that would be completed by 6/15/2018. I first describe the qualitative aspect of the evaluation and then outline the quantitative analysis.

Qualitative Analysis

For the qualitative aspect of this evaluation I will develop detailed case studies of five OUSD schools. These case studies will be informed by three in-depth interviews at each school (with a teacher, school leader, and a member of the cafeteria staff), observations of the breakfast programs in action, and an analysis of the breakfast menu. To supplement the case studies I will also review the federal guidelines for school breakfast programs. The case studies and federal

guideline analysis will enable me to explore each evaluation criterion in detail, as I outline below:

- With regard to effectiveness, the case studies will enable me to explore teacher and school leader satisfaction with their school breakfast services and gain a better understanding of teacher and school leader perception of the impact of school breakfast on student outcomes, such as student behavior. The menu analysis will enable me to better understand the extent to which the BAB program is contributing to improved student nutrition.
- The case studies will also be helpful in understanding the equity of the BAB program because I will be able to assess the degree to which the impacts of the program vary between schools and classrooms. I will also be able to explore teacher and school leader perception of the impact of the program on different student groups.
- This approach is particularly well suited for assessing the sustainability of the BAB program because the case studies will enable me to gain a nuanced view of the operational challenges encountered and successes experienced by schools as they have implemented the program. Additionally, I will be able to assess how well each BAB case study school is meeting federal guidelines.

Selecting schools for the case studies is a key decision that I will make in collaboration with the Nutrition Services department. I would propose including schools that represent a wide variety of structural conditions and experiences with the BAB program. Specifically, I would propose the following case study selection guidelines:

- 4 BAB schools and 1 non-BAB schools
- At least one BAB school from each age group (e.g. elementary, middle, or high)
- BAB Schools with different BAB implementation models (e.g. classroom or grab-n-go)
- BAB and non-BAB Schools with different kitchen facility arrangements (e.g. on-site kitchen or OUSD regional kitchen)
- BAB schools with different degrees of success in increasing school breakfast participation since BAB implementation (e.g. a school that was very successful in increasing breakfast participation with BAB and a school that experienced less of an increase)

Quantitative analysis

For the quantitative aspect of the evaluation I will analyze data on all twenty three schools that have implemented a BAB program. These analyses will enable me to supplement the in-depth qualitative case studies with a broader picture of the program as a whole. Below I describe how I will assess each evaluation criterion quantitatively.

I will analyze the effectiveness of the program with three separate analyses. First, I will determine the difference in average daily participation in school breakfast before and after each school implemented BAB. Second, I will analyze school-level responses to the CHKS before and after BAB implementation. The questions I will explore include whether students consumed 1) breakfast 2) fast food, and 3) raw/whole fruit. Third, I will analyze the extent to which the BAB program is associated with improvements to student attendance by comparing the difference in school wide attendance before and after implementation of BAB. I will also analyze the difference in attendance among students in classrooms with BAB before and after the implementation of the program.

To assess equity quantitatively, I will analyze differences between schools in how much average daily breakfast participation increased after BAB program implementation. I will also determine the extent to which BAB is associated with greater increases in attendance for some student groups than others. Lastly, I will analyze differences in responses to the CHKS questions by student group (i.e. ethnicity, gender, home language, number of years in US, and grade).

With regard to sustainability, I will assess the likelihood that an expanded BAB program would bring in sufficient revenue to balance out the costs of the district-wide school breakfast program. I will base this projection on a variety of factors, including the costs and revenue of the current BAB program, an analysis of potential costs involved in expanding the program, and the geographic distribution of schools. The goal of this analysis is to determine whether the BAB program could become financially self-sustaining and, if so, how the district could expand it in the most financially sustainable manner.

\$20,000 Evaluation Research Design

In order to provide Nutrition Services with an option to run a more in-depth evaluation, I am proposing an alternative research design that includes all of the features outlined above but supplements it in two ways. First, I would add three additional schools to the case studies, thereby incorporating more interviews and observations. Second, I would analyze more student outcome data, including student academic performance.

The additional school case studies would enable me to gain a more complete picture of the BAB program across the district. I would be able to capture greater variation in BAB schools by including more schools with different implementation models, kitchen facility arrangements, and levels of success in increasing school breakfast participation. I would also be able to add an additional non-BAB school to gain a better understanding of the experiences with before school breakfast services.

The additional quantitative analyses would provide insights into the relationship between the BAB program and student outcomes. Specifically, I would analyze the extent to which academic performance (as measured by standardized tests) improves at schools and in classrooms that implemented a BAB program. This analysis would also enable me to explore the equity criterion in more depth by analyzing the degree to which improvements in academic outcomes varied by student group or between classrooms and/or schools.

Appendix - Detailed Proposed Evaluation Work Plans

\$13,000 Evaluation Work Plan

Task	Hours required	Date Completed (estimate)
Finalize research questions and scope		
Collaborate with Nutritional Services to finalize research question, metrics, and scope	8	3/16/2018
Qualitative data collection		
Develop interview protocol	4	3/23/2018
Identify interview participants	8	3/23/2018
Identify key points from federal guidelines	4	3/23/2018
Schedule interviews	8	4/6/2018
Schedule observations	2	4/6/2018
Conduct 15 30 minute interviews	20	5/19/2018
Send interviews to transcription service	11	5/19/2018
Conduct 5 10 minute observations	7	5/19/2018
Compile observation notes	6	5/20/2018
Quantitative data collection		
Finalize quantitative analysis plan	4	3/16/2018
Obtain and clean student level data	2	3/30/2018
Obtain BAB program participation data	4	3/30/2018
Obtain CHKS data	1	3/30/2018
Obtain budget data	4	3/30/2018
Quantitative and qualitative data analysis		
Analyze quantitative data	15	4/27/2018
Analyze qualitative data	20	5/25/2018
Synthesize qualitative and quantitative data	10	6/1/2018
Summarize key findings	8	6/1/2018
Collaborate with Nutritional Services to review preliminary findings and develop recommendations (2 meetings)	4	6/8/2018
Write up		
Draft report with preliminary findings	15	5/25/2018
Final report	25	6/15/2018
Brief	10	6/15/2018
Total Hours		200
Total Cost		\$13,000

\$20,000 Evaluation Work Plan

Task	Hours required	Date Completed (estimate)
Finalize research questions and scope		
Collaborate with Nutritional Services to finalize research questions and scope	8	3/16/2018
Qualitative data collection		
Identify key points from federal guidelines	4	3/23/2018
Develop interview protocol	4	3/23/2018
Identify interview participants	10	3/23/2018
Schedule interviews	12	4/13/2018
Conduct 24 30 minute interviews	32	6/22/2018
Send interviews to transcription service	18	6/22/2018
Schedule observations	5	4/13/2018
Conduct 8 10 minute observations	11	6/22/2018
Compile observation notes	10	6/29/2018
Quantitative data collection		
Finalize quantitative analysis plan	6	3/16/2018
Obtain and clean student level data	10	4/20/2018
Obtain BAB program participation data	4	3/30/2018
Obtain CHKS data	1	3/30/2018
Obtain budget data	4	3/30/2018
Quantitative and qualitative data analysis		
Analyze qualitative data	35	7/6/2018
Analyze quantitative data	35	7/6/2018
Synthesize qualitative and quantitative data	15	7/6/2018
Summarize key findings	13	7/20/2018
Collaborate with Nutritional Services to review preliminary findings and develop recommendations (3 meetings)	6	7/20/2018
Write up		
Draft report with preliminary findings	20	6/1/2018
Report	30	8/3/2018
Brief	15	8/3/2018
Total Hours		308
Total Cost		\$20,000