

Board Office Use: Legislative File Info.	
File ID Number	13-0462
Introduction Date	3-27-13
Enactment Number	13-0579
Enactment Date	3/27/13 <i>EA</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To The Board of Education

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

Board Meeting Date
(To be completed by Procurement) 3/27/13

Subject Professional Services Contract -
Urban Strategies Council Oakland CA (contractor, City State)
Leadership, Curriculum, & Instruction (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 Leadership, Curriculum, & Instruction for the period of 01/22/2013 through 06/30/2013.

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

In an effort to garner a third party evaluator for the OUSD 0-8 (Birth through 3rd grade) internal and external alignment efforts, as is required by the Kellogg Foundation who is currently funding this work stream, OUSD seeks to contract with Urban Strategies (in partnership with Mills College of Education), to support OUSD in the evaluation design for all internal and external alignment efforts in service of our greater Full Service Community School strategic plan, with a targeted focus on supporting our African American Males in the early years and early grades, across program, department, and community agency. The majority of this contract's scope of work will be conducted off-site/remotely.

Discussion
One paragraph summary of the scope of work.

Contract for services between OUSD and Urban Strategies Council (USC), in Oakland, California, for the latter to provide evaluation design support and preliminary data analysis of the OUSD 0-8 AAMA findings for the school year: 2012-13, analysis will be conducted off-site and data/documents will be shared electronically. This contract will be through the period of January 22, 2012 through June 30, 2013 in the amount Not to Exceed \$45,000.00.

Recommendation Approval of professional services contract between Oakland Unified School District and Urban Strategies Council. Services to be primarily provided to Leadership, Curriculum, & Instruction for the period of 01/22/2013 through 06/30/2013.

Fiscal Impact Funding resource name (please spell out) Kellogg 0-8
not to exceed \$ 45,000.00

Attachments

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

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 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:

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 01/22/2013, 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.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed fourty five thousand Dollars (\$ 45,000.00). 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: no exceptions

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.

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - 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.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: no exceptions which shall not exceed a total cost of \$ 0.00.
- 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.

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

Professional Services Contract

OUSD Representative:

Name: Michelle Grant-Groves
Site /Dept.: Leadership, Curriculum, & Instruction
Address: 1025 2nd Ave., Room 301
Oakland, CA 94606
Phone: (510) 273-3246

CONTRACTOR:

Name: Urban Strategies Council
Title: Consultant
Address: 1720 Broadway
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: 01/22/2013 Work shall be completed by: 06/30/2013 Total Fee: \$ 45,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

[Signature]
Secretary, Board of Education

3/28/13
Date

3/28/13
Date

CONTRACTOR

[Signature]
Contractor Signature

Urban Strategies Council Consultant
Print Name, Title

2/1/13
Date

File ID Number: B-0462
Introduction Date: 3/27/13
Enactment Number: B-0574
Enactment Date: 3/27/13
By: DL

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.

Urban Strategies (US) will participate in the 0-8 AAMA Evaluation Design meetings, alongside of OUSD 0-8 Coordinating Officer, Michelle Grant-Groves; OUSD RAD Executive Director, Jean Wing; OUSD Asst. Superintendent of Instruction, Kyla Johnson; and additional national University partners with expertise in Early Year and Early Grade programmatic evaluation design. US will analyze, evaluate, synthesize, and report on data gathered via the 0-8 evaluation process. US will work in partnership with OUSD 0-8 staff to convene two separate internal and external 0-8 Task Forces who will develop the OUSD 0-8 AAMA vision, mission, and goals, as well as vet and consider future 0-8 alignment recommendations based on evaluation and implementation findings. US will develop a 0-8 logic model based on evidence, as well as two additional written reports to OUSD (Feb. & May) that describe successes, challenges, and recommendations for future development.

SCOPE OF WORK

Urban Strategies Council will provide a maximum of 300.00 hours of services at a rate of \$ 150.00 per hour for a total not to exceed \$45,000.00. Services are anticipated to begin on 01/22/2013 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.

- 1. Participate in Evaluation Planning Sessions for 0-8 AAMA Alignment Initiative
a. Participate in one half-day meeting w/ OUSD staff and Mills College of Education to discuss metrics, indicators, and design for the evaluation framework and tool for the 0-8 Alignment Initiative
b. Meetings w/OUSD staff re: evaluation design
c. Initiate meetings with OUSD partners, as needed, to inform development of evaluation framework and tool
2. Recruit and convene, and report on, with OUSD 0-8 staff, two 0-8 Task Forces who will advise and support the 0-8 AAMA Alignment Initiative
a. Internal OUSD 0-8 AAMA Alignment Task Force
b. External Community Partners 0-8 AAMA Alignment Task Force
3. Development of written deliverables based on findings throughout this preliminary evaluation and development year (see below)

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

As a result of this evaluation work, over 9,100 PreK through 3rd grade OUSD students will be better served through on-going critical reflection and adaptive leadership via community engagement and partnerships across department, division, and community agency. In partnership with Mills College, Urban Strategies will provide OUSD with research validated evidence, based on national and local models of demonstrated alignment efforts in the early years and early grades - ultimately resulting in the closing of achievement and opportunity gaps, and the elimination of disproportionality in our elementary schools. In this first year of programmatic evaluation, Urban Strategies will provide the following deliverables:

- a. Recommendations for indicators and metrics of evaluation framework and tool for the 0-8 AAMA Alignment Initiative
b. Recommendations for a final design of evaluation framework and tool for 0-8 AAMA Alignment Initiative
c. Recommendations for administering evaluation framework and tool (i.e. collecting data and assessing indicators from OUSD staff and partners)
d. Recommendations for protocol and plans for sharing results of evaluation with schools, task forces, and the community
e. Inform the final stage recruitment of partners to the external 0-8 AAMA Task Force
f. With OUSD staff, convene, and prepare agendas, materials and notes for Task Force meetings
g. In partnership with OUSD, convene monthly 0-8 AAMA Task Force meetings (Please see attached for full scope of contract)

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

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

Appendix A:

Scope of Work for Year One Evaluation and Task Force Development for 0-8 Alignment Initiative for Oakland Unified School District Submitted by Urban Strategies Council

Urban Strategies Council and the 0-8 Early Education Office have discussed and identified the following priorities and sequencing of tasks and deliverables to be funded by the Oakland Unified School District (OUSD) for the first year of evaluation and Task Force support of the 0-8 Alignment Initiative.

1. **Participate in Evaluation Planning Sessions for 0-8 Alignment Initiative:** Participate in evaluation planning meetings with national expert; key OUSD 0-8 and Research, Assessment and Data (RAD) staff; and key Mills College staff. Understand, review, and inform both the development and creation of an evaluation framework and tool for 0-8 Alignment Initiative. Framework and tool to be developed by Mills College in consultation with national expert, OUSD staff and Urban Strategies staff.

Tasks

- a. Participate in one 6-hour meeting (January 23, 2013) with national expert, OUSD staff, and Mills staff to discuss and identify metrics, indicators, and design for evaluation framework and tool for the 0-8 Alignment Initiative.
- b. Initiate phone or in-person meetings with OUSD staff, Mills staff, and national expert before, during or after meetings to pursue questions, make suggestions and recommendations, and otherwise inform development of the evaluation framework and tool.
- c. Initiate meetings with OUSD partners, as needed, to inform development of evaluation framework and tool.

Deliverables

- a. Recommendations for indicators and metrics of evaluation framework and tool for 0-8 Alignment Initiative.
- b. Recommendations for final design of evaluation framework and tool for 0-8 Alignment Initiative.
- c. Recommendations for protocol for administering evaluation framework and tool (ie collecting data and assessing indicators from OUSD staff and partners).
- d. Recommendations for protocol and plans for sharing results of evaluation with schools and the community.

2. **Stage One Evaluation Work:** Working with OUSD 0-8 and RAD, establish and evaluate baseline indicators and recommend targets and strategies for four areas of 0-8 alignment: enrollment and transitions; instruction and professional learning; assessment; and attendance.

Tasks

- a. Using metrics and indicators established in the evaluation framework and tool, review and assess current practices in four of the five target alignment areas:
 - 1) PreK structural alignment (data: enrollment, attendance, instructional, and structural staffing supports),
 - 2) TK alignment– data sharing between Mills College and USC to be arranged
 - 3) PreK – 1 professional learning communities (PLCs) Instructional Alignment,
 - 4) Birth – 3 and School Readiness Community Partnerships (FSCP)
- b. Using metrics and strategies identified in the evaluation framework and tool, identify assets and areas for improvement; and actions and goals in each area.
- c. Identify and prioritize strategies for reaching goals in each area.

Deliverables

- a. Written report that describes the 0-8 alignment baseline for 2012-2013 for each of the four target areas, using preliminary data gathered throughout 2012-13 and identifies:
 - assets and areas for improvement;
 - goals for the next year (2013-14);
 - strategies for reaching goals; and
 - recommended sequencing and prioritizing of strategies

3. **Development of Draft Vision, Mission and Goals for 0-8 Alignment Initiative**

Tasks

- a. Develop with OUSD staff and national expert draft vision, mission and goals for 0-8 Initiative.

Deliverables

- a. Draft Vision, Mission and Goal document to present to external and internal 0-8 Initiative Task Forces.

4. **0-8 Task Force Convening and Facilitation:** With OUSD staff, convene and facilitate meetings of (no more than 2) external and internal Task Forces to support development of logic model for 0-8 Alignment Initiative and provide feedback on its implementation.

Tasks

- a. Inform final stage recruitment of partners to external 0-8 Task Force.

- b. With OUSD staff, convene, and prepare agendas, materials and notes for internal and external Task Force meetings.
- c. With OUSD staff, convene monthly (if 1 Task Force) or bimonthly meetings (if 1 External and 1 Internal Task Force).
- d. With OUSD staff, design and implement a process for Task Force(s) to review, inform, and shape development of vision, mission and goals for 0-8 Alignment Initiative.
- e. With OUSD staff, design and implement a process for Task Force(s) to inform development of a logic model for the 0-8 Alignment Initiative.
- f. With OUSD staff, design and implement a process for Task Force(s) to provide feedback and recommendations for implementation of the 0-8 Alignment Initiative.

Deliverables

- a. Formation of 2 Task Forces representing internal OUSD staff and external partners or a single Task Force incorporating both sets of stakeholders.
- b. Development of Vision, Mission & Goals document to guide 0-8 Alignment Initiative.
- c. Development of logic model documents to guide 0-8 Alignment Initiative.
- d. Two written reports to OUSD – one at start of initiative and one near end of school year – including recommendations and feedback from Task Force on development and progress of 0-8 Alignment Initiative



OAKLAND UNIFIED SCHOOL DISTRICT

Technology Services

314 E. 10th St., Oakland, CA 94606 | Harper Bldg, Room 211

CONSULTANT'S USE OF DISTRICT INFORMATION

CONSULTANT agrees that the information provided by the DISTRICT shall be used for project development consistent with documented and agreed to the project Business Requirements Document and such information shall not be used for commercial purposes or uses that may be inappropriate as determined by the DISTRICT. In the event that the DISTRICT, in its sole discretion, at any time during the term of this agreement, deems CONSULTANT use of the information provided by the DISTRICT to be inappropriate or not in keeping with the terms of this agreement, the DISTRICT may immediately cancel the agreement by giving written notice and require CONSULTANT to return and cease use immediately of DISTRICT information. CONSULTANT must immediately and permanently delete any DISTRICT data from all electronic devices that hold this information. If the data has been produced in paper format, these paper files must be shredded and destroyed.

With respect to confidential student data, by signing this agreement, CONSULTANT and its duly authorized signatory certify under penalty of perjury of the laws of the State of California that CONSULTANT is specifically and duly authorized to view and receive the information provided by the DISTRICT pursuant to this agreement.

Please read and sign below:

I, Junious Williams, the principal consultant for URBAN STRATEGIES COUNCIL, agree to the following:

- All student data provided by the District shall not be shared with third-party organizations and will be used solely for the purposes stated in the project's Business Requirements Document.
- I will not solicit data from other departments or school sites within OUSD.

Junious Williams
Signature of Consultant

2/1/13
Date

Junious Williams
Cabinet Member

2/1/13
Date

Superintendent

Date



Urban Strategies Council Program Overview

October 2012

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.

Our Theory of Action centers on **economic opportunity**. In order for people to move out of poverty, they must have access to quality, sustainable wage employment. With the potential to create employment and affordable housing, economic development is the engine for economic opportunity. To capture the economic opportunities created by economic development, we need **education excellence**—a world class education system with high student achievement leading to enhanced opportunities for work, and higher education and adult education that provides basic and vocational skills for people who have either not been successful in the K-12 education system or who are non-English speakers. Both residents and investors need **community safety**—safe neighborhoods in which to live, work, learn, invest and grow. **Data and information** are indispensable tools for the residents and policy makers to understand conditions, track results and make effective decisions. **Community capacity building** assists all stakeholders in developing the skills and capacities to work together in planning and implementing activities that build vibrant healthy communities that support families and children in moving out of poverty.

The Economic Opportunity Program supports efforts of low-income residents and community-based organizations to increase economic opportunity for their families and communities by focusing on equitable economic development, affordable housing, income and asset development and workforce development.

- **Affordable Housing Project:** With community partners, the Council created the Oakland Community Land Trust (OakCLT) and is working to stabilize Oakland neighborhoods by providing permanently affordable homeownership opportunities through the rehabilitation of vacant, foreclosed homes. OakCLT was awarded \$5.025 million in Neighborhood Stabilization Program funds from the City of Oakland. The Council is also working with stakeholders in Richmond to develop a community land trust. The Council's future work focuses on affordable housing policies and continuing to develop tools to prevent and mitigate the impact of foreclosures on homeowners and neighborhoods.
- **Income and Asset Development Project:** In 2007 the Council co-founded and currently staffs the Alameda County Community Asset Network (AC CAN), a coalition of over 30 organizations committed to increasing the income and assets of Alameda County residents. Members include service providers, advocates, community-based organizations, public agencies, non-profit financial institutions and base-building groups. The Council's future work focuses on employer-based asset building strategies, increasing enrollment in public benefits programs, the health-wealth connection and the development of low-cost alternative financial products.
- **Emerald Cities Collaborative**
The Council was selected as the convener of the Oakland Emerald Cities Collaborative, the local affiliate of a national campaign to leverage large scale energy retrofit efforts into new partnerships between labor, community groups, government and the private sector to create high quality jobs, career paths and business opportunities for those facing barriers to employment. In the coming year the Council will work with partners in labor, government, and community based organizations to launch projects which realize the goals of energy efficiency and training and placement into high quality, career jobs for residents of low-income communities.



Urban Strategies Council Program Overview

October 2012

The Community Safety & Justice Program works to improve public safety by breaking the cycle of crime and incarceration in low-income communities with a focus on reentry from incarceration, violence prevention, and community policing.

- **Reentry Project:** The Council co-founded and staffs the Alameda Reentry Network, a coalition of non-profit providers, local government, corrections agencies and law enforcement, which plan and coordinate reentry efforts in the county. Recently, the Council launched the Alameda County Reentry Resource Directory, an online service directory containing over 400 organizations offering services for formerly incarcerated people. The Council is also working with stakeholders in Contra Costa County to develop a countywide network. Future work includes: continuing work on transitional employment programs for the reentry population, expanding pre-release services at Santa Rita Jail, increasing the supply of reentry housing in Oakland, and the development of a countywide juvenile reentry plan.
- **Violence Prevention Project:** The Council currently serves as program manager for the Alameda County Violence Prevention Initiative (VPI), a place-based approach to reduce violence among youth and formerly incarcerated people in six target neighborhoods across Alameda County. The VPI engages residents, county and city agencies, and faith/community-based organizations in implementing collaborative strategies and programs for preventing and reducing violence.
- **Community Policing Project:** The Council works with the Oakland Police Department (OPD) Area 3 Commander and Council Member Desley Brooks on a pilot project to increase the use of crime report data by the OPD and the Neighborhood Crime Prevention Councils (NCPCs). The first phase of the project has concentrated on developing systems for analyzing crime data and mapping crime patterns for use by OPD. The next phase will extend these data tools for use by the NCPCs.

The Education Excellence Program works to reduce intergenerational poverty by increasing educational achievement. We focus on parent and community engagement, universal afterschool and education research to support action.

- **Full Service Community Schools**
The Council views effective public education and educational reform as important long-term strategies for breaking the cycle of poverty. We see schools as crucial institutions in communities and believe that increasing the engagement, collaboration and decision-making authority of stakeholders at the school site level will lead to improved academic achievement for students, greater opportunities for positive youth development, and better outcomes for communities. During the 2010-11 school year, we facilitated the task force that created the foundation for Oakland Unified School District's recently adopted five-year plan to convert all of its schools to full service community schools. This strategy creates partnerships that bring community resources (health & wellness services, parent & student engagement, family support services, after school programs) to every site, and calls for collaborative, results-driven decision-making at the site and district levels. The aim of full service community schools (FSCS) is ensuring a high quality instructional core; social, emotional and physical health; and equitable opportunities for learning. While supporting Oakland Unified during the transition to FSCS, we are also exploring the opportunity to collaborate with Alameda County Health Care Services on an initiative to facilitate the exploration, adoption and implementation of FSCS principles by other interested schools and districts in Alameda County.
- **Academic Achievement Project:** The Council is facilitating the Oakland Unified School District's strategic planning process with the Superintendent and the Board of Education to develop a five-year strategic plan. Key components of the plan include strategies for increasing academic achievement through quality instruction and creating a full-service Community School district where schools and communities connect to ensure that children and families have access to the services needed to support academic achievement of students. In the future the Council will work with the district and community to implement the strategic plan.
- **Out-of-School Learning Project:** The Council is a founding member and staffs the Oakland Community After School Alliance (OCASA). Through the efforts of OCASA and others, 17,600 OUSD students now participate in school-based after school programs. The work ahead includes facilitating the OUSD-OCASA Afterschool Sustainability Initiative designed to identify and implement strategies to improve the quality of afterschool programs and their sustainability.



Urban Strategies Council Program Overview

October 2012

The **Research & Technology Program** supports the work of all of the Council's programs, our partners and the community at-large. The Council's work focuses on "democratizing" data by using technology tools and the web to make data more readily available for use in planning and decision making, and increasing access to information technologies among residents and CBOs in low-income communities. The Council offers customized research, data analysis, mapping, GIS services and program evaluation, as well as training in these areas.

- **Online Data Warehouse Project:** Since 2002, the Council has developed two versions of an online data warehouse and mapping service which permit the public to access administrative data, obtain summaries of the data and map the data. Our first generation tool, InfoOakland, focused on the city; our second generation tool, InfoAlameda expanded to the county level. We are also partnering with HealthyCity.org to support their new, statewide data warehouse and mapping service. We are currently developing the third generation of InfoAlameda, which will include additional datasets and an array of features to give users more tools to use data to support their work.
- **Data Training Project:** The Council regularly provides training to community partners and public agencies in research and mapping. In addition to conducting training on our own data warehouse and HealthyCity, we offer customized training for organizations. We have conducted statewide trainings on GIS tools for public health workers, school district staff and residents. We are currently providing GIS training to research staff at OUSD. Our work ahead includes community training on our new version of InfoAlameda and a project to train youth in data collection, data entry and mapping through a community mapping project.
- **DataBank Project:** Many CBOs, foundations, public agencies and others regularly have the need for high quality research services to support their work, but lack the resources to develop the internal staffing to meet these needs. The Council created the DataBank, which serves as a vehicle for organizations to acquire these services at a fraction of the cost of building internal capacity and staffing. The DataBank permits organizations to contract for specific research tasks or to purchase a portion of a staff member assigned to work on their projects.

The **Community Capacity Building Program** supports the work of all of the Council's programs and partners. We focus on building the capacity of organizations and individuals and developing tools to support them to plan and problem-solve to improve conditions in their neighborhoods.

Boys and Men of Color

As part of its **Building Healthy Communities initiative**, which focuses on creating healthy communities in 14 neighborhoods in California, The California Endowment (TCE) recognized the particularly poor health outcomes for boys and men of color (BMoC). Consequently, the foundation is partnering with government agencies, community-based organizations and community members to institute policy and system reforms that will promote better health outcomes for boys and young men of color in three cities- Oakland, Los Angeles and Fresno. TCE selected Urban Strategies Council as the Regional Convener for the Oakland BMoC site. The Council's work includes building a local and regional network of organizations and individuals committed to improving outcomes for BMoC through policy advocacy and system reform. The Council also provides research and data analysis, facilitates meetings with public systems leaders to further develop and advance the BMoC agenda and provides support to the community anchors developing local networks for the African American, Latino, Asian Pacific Islander and Native communities.

Links to Websites with more information about our work...

Urban Strategies Council- www.urbanstrategies.org

InfoAlamedaCounty- www.infoalamedacounty.org

Benefiting Bayview Hunters Point- www.benefitingbvhp.org

Alameda County Community Asset Network- www.alamedacountycan.org

Oakland Community After School Alliance- www.oaklandafterschool.org

Alameda County Reentry Network- www.acreentry.org

Oakland Community Land Trust- www.oakclt.org

Alameda County Reentry Resource Directory- www.alamedareentryservices.org

Promise Neighborhoods- www.urbanstrategies.org/programs/schools/promiseneighborhoods.php

Search Results

Current Search Terms: urban* strategies* council*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.610.20130129-1039

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



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.
	<input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.epls.gov/epls/search.do)
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
<input checked="" type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)	

OUSD Staff Contact *Emails about this contract should be sent to: (required)* **Michelle Grant-Groves**

Contractor Information

Contractor Name	Urban Strategies Council	Agency's Contact	Alison Feldman			
OUSD Vendor ID #	1004235	Title	PRDEGRAM ASSOCIATE - EDUCATION			
Street Address	1720 Broadway	City	Oakland	State	CA	Zip 94612
Telephone	(510) 893-2404	Email (required)	alisonf@urbanstrategies.org			
Contractor History	Previously been an OUSD contractor? <input 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	01/22/2013	Date work will end	06/30/2013	Other Expenses	\$0.00
Pay Rate Per Hour (required)	\$ 150.00	Number of Hours (required)	300.00		

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
915LD	Kellogg 0-8 AAMA	9481444 201 5825	5825	\$ 45,000.00
			5825	\$
			5825	\$
Requisition No. (required)	2031196	Total Contract Amount		\$ 45,000.00

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	Michelle Grant-Groves	Phone	(510) 273-3246
	Site / Department	Leadership, Curriculum, & Instruction	Fax	(510) 273-3220	
	Signature		Date Approved	1/14/13	
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality Community School Development <input 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		Date Approved		
3.	Regional Executive Officer				
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
Signature		Date Approved	01/14/2013		
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant/Aggregate Under <input type="checkbox"/> Over <input type="checkbox"/> \$50,000				
	Signature		Date Approved	3-14-2013	
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		

2484