

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	13-0877
Introduction Date	6-26-13
Enactment Number	13-1291
Enactment Date	6/26/13



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

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

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

**Board Meeting Date** \_\_\_\_\_  
(To be completed by Procurement)

**Subject** Professional Services Contract Amendment - 1  
Be The Change Consulting, LLC Oakland CA (Contractor, City/State) -  
922/After School - Family, School, and Community Partnerships (site/department)

**Action Requested** Ratification by the Governing Board of the amendment to the professional services contract between the District and Be The Change Consulting, LLC. Services to be primarily provided to 922/After School - Family, School, and Commu for the period of 09/01/2012 through 08/02/2013, in an amount not to exceed \$ 6,000.00.

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

Be The Change Consulting, LLC are working collaboratively with OUSD Math Department and the After School Programs Office to create 1st grade after school math curriculum as well as facilitate a monthly After School Math Learning Community for twelve participating elementary after school programs (Ascend, Bridges, Brookfield, Greenleaf, Horace Mann, International Community School, Lafayette, Markham, Parker, RISE, Manzanita SEED, and Sequoia Elementary Schools). This amendment will augment the existing contract to implement engaging hands-on math curriculum aligned with the new common core standards.

**Discussion**  
*One paragraph summary of the amended scope of work.*

Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between District and Be The Change Consulting, LLC, Oakland, CA, for the latter to provide additional services for curriculum development, training, professional development, prepare program supplies and curriculum materials aligned to the implementation of the Mathletes after school curriculum at 12 elementary school sites; program materials will be distributed to after school sites during eight monthly After School Math Learning Community Meetings for the twelve participating school sites for the period of September 1, 2012 through August 2, 2013, in the amount of \$6,000.00, increasing the contract from \$36,500.00 to a not to exceed amount of \$42,500.00.

**Recommendation** Ratification by the Governing Board of the amendment to the professional services contract between the District and Be The Change Consulting, LLC. Services to be primarily provided to 922/After School - Family, School, and Commu for the period of 09/01/2012 through 08/02/2013, in an amount not to exceed \$ 6,000.00.

**Fiscal Impact** Funding resource name (please spell out) 9017/Bechtel After School Math  
not to exceed \$ 6,000.00

**Attachments**

- Contract Amendment
- Copy of original contract

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**OAKLAND UNIFIED SCHOOL DISTRICT**

Community Schools, Thriving Students

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

This Amendment is entered into between the Oakland Unified School District (OUSD) and Be The Change Consulting, LLC (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on \_\_\_\_\_, 20\_\_\_\_, and the parties agree to amend that Agreement as follows:

1. **Services:**       The scope of work has changed.                       ONLY the funding source has changed.

**If the scope of work has changed:** Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

Revised scope of work attached. OR, The CONTRACTOR agrees to provide the following amended services:

2. **Terms (duration):**     The term of the contract is unchanged.                       The term of the contract has changed.

**If the term has changed:** The contract term is extended by an additional \_\_\_\_\_ (days/weeks/months), and the amended expiration date is \_\_\_\_\_.

3. **Compensation:**     The contract price is unchanged.                       The contract price has changed.

**If the compensation has changed:** The contract price is amended by

Increase of \$ 6,000.00 \_\_\_\_\_ to original contract amount

Decrease of \$ \_\_\_\_\_ to original contract amount

and the new contract total is Forty Two Thousand, Five Hundred \_\_\_\_\_ dollars (\$ 42,500.00 \_\_\_\_\_)

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

5. **Amendment History:**

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

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

Maria Santos  
 President, Board of Education  
 Superintendent or Designee  
Edgar Rakestraw, Jr.  
 Edgar Rakestraw, Jr., Secretary  
 Board of Education

5-9-2013  
 Date  
6/27/13  
 Date

**CONTRACTOR**

Tanya Mayo  
 Contractor Signature                      6/25/13  
 Date  
Tanya Mayo  
 Print Name, Title                      DIRECTOR OF OPERATIONS

**SCOPE OF WORK**  
**Be The Change Consulting, LLC**  
**After School Math Curriculum**

**MATH COHORT MATERIALS BUDGET BREAKDOWN**

Per participant Budget	\$35
Total Participants	x12
<b>Total Materials direct costs</b>	<b>\$420</b>
Coordination cost per session	<b>\$330</b>
Admin per session (shopping, assembling, packing materials,)	
<b>Total per session</b>	<b>\$750</b>
number of sessions	X8
<b>TOTAL INVESTMENT</b>	<b>\$6,000</b>

**AMENDED SCOPE OF WORK FOR BE THE CHANGE CONSULTING:**

Be the Change Consulting will purchase and prepare program supplies and curriculum materials aligned to implementation of the Mathletes after school curriculum at 12 elementary school sites. Program materials will be distributed to after school sites during 8 monthly After School Math Learning Community Meetings, at a cost of \$750 per meeting for materials for 12 sites. This contract augments the existing Be The Change Consulting contract for curriculum development, training & professional development, and coordination with the OUSD Math Dept and After School Programs Office. This After School Math Learning Community project is aligned to the OUSD Math Dept's math cohort work. Participating after school staff receive curriculum and training to implement engaging, hands-on math curriculum aligned with the new common core standards.

## AMENDMENT ROUTING FORM 2012-2013

### PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1

#### Directions

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

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

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

**Attachment Checklist**

- Contract amendment packet including Board Memo and Amendment Form
- Amended Scope of work (Be specific as to what additional work is being done by this consultant.)
- A Board Approved copy of the original contract and any prior Amendments.

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

#### Contractor Information

Contractor Name	Be The Change Consulting, LLC	Agency's Contact	Tanya Mayo		
OUSD Vendor ID #	I005742	Title	Director of Operations		
Street Address	3237 Monterey Boulevard	City	Oakland	State	CA
Telephone	(415) 722-0508	Email	tanya@bethechangeconsulting.com		
		Zip	94602		

#### Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 36,500.00	Original PO Number	P1305448		
Amended Amount	\$ 6,000.00	New Requisition #	R0317532		
New Total Contract Amount	\$ 42,500.00	Start Date	09/01/2012	End Date	08/02/2013
Pay Rate Per Hour (Required)	100.00	Number of Hours (Required)	60.00		

#### 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
9017	Bechtel AS Math	9221518401	5825	\$ 6,000.00
			5825	\$
			5825	\$

#### Approval and Routing (in order of approval steps)

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

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

1.	<b>Site Administrator or Manager</b>	Name	Julia Ma	Phone	5102731541	Fax	5102731551
	Site / Department	922/After School - Family, School, and Community Partnerships Department					
	Signature	<i>Julia Ma</i>		Date Approved	4-25-13		
2.	<b>Resource Manager, if using funds managed by:</b>	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Family, Schools, and Community Partnerships					
	Signature	<i>Renee Mcmearn</i>		Date Approved	4/25/13		
	Signature			Date Approved			
3.	<b>Regional or Executive Officer</b>						
	Signature	<i>Clintus Saubh</i>		Date Approved	4/26/13		
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
	Signature	<i>Maria Santos</i>		Date Approved	5-9-2013		
5.	<b>Superintendent or Board of Education</b>	Signature on the legal contract					
<b>Legal</b>	Required if not using standard contract	Approved		Denied - Reason		Date	
<b>Procurement</b>	Date Received			PO Number	P1305448		



<b>Board Office Use: Legislative File Info.</b>	
File ID Number	13-0216
Introduction Date	2/27/13
Enactment Number	13-0376
Enactment Date	2-27-13 <i>4</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)* 2-27-13

**Subject** Professional Services Contract -  
Be The Change Consulting, LLC Oakland CA (contractor, City State)  
922/Family, School, and Community Learning Department (site/department)

**Action Requested** Ratification of a professional services contract between Oakland Unified School District and Be The Change Consulting, LLC. Services to be primarily provided to 922/Family, School, and Community Learning for the period of 09/01/2012 through 08/02/2013.

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

Be The Change Consulting, LLC., will be working collaboratively with the OUSD Math Department and the After School Programs Office to create 1st grade after school math curriculum as well as facilitate a monthly After School Math Learning Community for 12 participating elementary after school programs. The developed curriculum will be available without cost to the OUSD Math Department and any and all after school programs working in partnership with the OUSD After School Programs Office. The funding for this project is provided by a grant from the S.D. Bechtel, Jr. Foundation. This grant integrates mathematics education with students' social and emotional learning, and complements the District's Pre K-5<sup>th</sup> grade math learning cohort.

**Discussion**  
*One paragraph summary of the scope of work.*

Ratification by the Board of Education of a Professional Services Contract between the District and Be The Change Consulting, LLC, for the latter to work collaboratively with OUSD Math Department and the After School Programs Office to create first grade after school math curriculum as well as facilitate a monthly After School Math Learning Community for 12 participating elementary after school programs; will provide a professional development training for the after school programs staff; the developed curriculum will be available to the Math Department and any and all after school programs working in partnership with the OUSD After School Programs Office for the period of September 1, 2012 through August 2, 2013, in an amount not to exceed \$36,500.00.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Be The Change Consulting, LLC. Services to be primarily provided to 922/Family, School, and Community Learning for the period of 09/01/2012 through 08/02/2013.

**Fiscal Impact** Funding resource name (please spell out) Bechtel After School Math not to exceed \$36,500.00

**Attachments**

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

Professional Services Contract

**OUSD Representative:**

Name: Julia Ma  
Site /Dept.: 922/Family, School, and Community Learning Depart  
Address: 746 Grand Avenue  
Oakland, CA 94610  
Phone: (510) 273-1541

**CONTRACTOR:**

Name: Tanya Mayo  
Title: Director of Operations  
Address: 3237 Monterey Boulevard  
Oakland CA 94602  
Phone: (415) 722-0508

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: TM

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/eplsearch.do>)

Summary of terms and compensation:

Anticipated start date: 09/01/2012 Work shall be completed by: 08/02/2013 Total Fee: \$ 36,500.00

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos  
 President, Board of Education  
 Superintendent or Designee

\_\_\_\_\_  
Secretary, Board of Education

2-12-2012  
Date

\_\_\_\_\_  
Date

CONTRACTOR

[Signature]  
Contractor Signature

1/23/13  
Date

Tanya Mayo Director of Operations  
Print Name, Title

Certified:

[Signature] 2/28/13  
Edgar Rakestraw, Jr., Secretary  
Board of Education

File ID Number: 13-0216  
Introduction Date: 2-27-13  
Enactment Number: 13-0376  
Enactment Date: 2-27-13  
By: [Signature]



EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Ratification by the Board of Education of a Professional Services Contract between the District and Be The Change Consulting, LLC, for the latter to work collaboratively with OUSD Math Department and the After School Programs Office to create first grade after school math curriculum as well as facilitate a monthly After School Math Learning Community for 12 participating elementary after school programs; will provide a professional development training for the after school programs staff; the developed curriculum will be available to the Math Department and any and all after school programs working in partnership with the OUSD After School Programs Office for the period of September 1, 2012 through August 2, 2013, in an amount not to exceed \$36,500.00.

SCOPE OF WORK

Be The Change Consulting, LLC will provide a maximum of 365.00 hours of services at a rate of \$ 100.00 per hour for a total not to exceed \$36,500.00. Services are anticipated to begin on 09/01/2012 and end on 08/02/2013.

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.

Be The Change Consulting, LLC, will work collaboratively with OUSD Math Department and OUSD After School Programs Office to create 1st grade after school math curriculum as well as facilitate a monthly After School Math Learning Community for 12 participating elementary after school programs (Ascend, Bridges, Brookfield, Greenleaf, Horace Mann, International Community School, Lafayette, Markham, Parker, RISE, Manzanita SEED, and Sequoia). The developed curriculum will be available without cost to the OUSD Math Department and any and all after school programs working in partnership with the OUSD After School Programs Office.

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.

This provides school-day aligned first grade math lessons to be implemented in 12 elementary after school programs and integrates mathematics education with students' social and emotional learning, and complements the District's PreK-5th grade math learning cohort. This math project enhances the academic enrichment programming to contribute to sustained student achievement and academic standards.

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

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

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

Please select:

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

**THRIVING MATHEMATICIANS In AFTERSCHOOL  
IMPROVING EARLY CHILDHOOD AND ELEMENTARY MATHEMATICS  
THROUGH A COHORT STRUCTURE**

Oakland Unified School District's (OUSD) 5 year Strategic Plan *Community Schools, Thriving Students* is an ambitious blueprint that addresses students' needs through the reform of full-service community school. This model, based on the premise that improved academic achievement is inextricably linked with youth development and family and community well-being, further recognizes that student learning extends well beyond the core instructional day. OUSD Mathematics Department's proposal, *P-5 Elementary Mathematics Inquiry Cohort*, includes a ground breaking plan to integrate socio-emotional learning into mathematics education in a cohesive program that aligns the instructional day with after-school. This proposal is grounded in evidenced based research that clearly demonstrates social and emotional learning promotes key academic outcomes such as greater motivation to learn and commitment to school as well as research that establishes high quality after-school programs can deepen students' school day experiences and promote the development of skills and support mastery.<sup>1</sup> In *Thriving Mathematicians in Afterschool*, the District's After School Programs Office details the plan to bring school-day aligned math instruction into participating afterschool programs through hands-on math activities that will promote students' number sense and provide structured opportunities to practice math problem solving skills in ways that are unique and appropriate to the afterschool environment. This proposal outlines the OUSD After School Programs Office plan to partner with OUSD Math Department, Be the Change Consulting and the District's after school CBO partners representing 12 elementary after school programs across Oakland to provide school day-aligned hands-on math activities to after school participants and intensive professional development and on-site coaching for after school staff.

**Integrating socio-emotional learning into mathematics education**

Historically schools have been held accountable for students' academic performance as measured through grades and test scores. While it is true that one of the primary tasks of public education is to provide robust academic instruction and support, a broader understanding of schools' responsibility has emerged in recent decades. Research from the last few decades shows that students who have participated in social and emotional learning education see improved academic attitudes and behaviors including "motivation to learn and commitment to school, increased time devoted to schoolwork and mastery of subject matter, improved attendance and graduation rates, and improved grades and test scores."<sup>2</sup>

The recognition of the importance of attending to students' social and emotional learning and particularly the five core groups of social and emotional competencies—

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<sup>1</sup> Dryfoos, J. (2002), *Full-Service Community Schools: Creating New Institutions*.

<sup>2</sup> Background on Social and Emotional Learning (SEL) *CASEL Briefs*, December 2007.

## Search Results

**Current Search Terms: Be The\* change\* consulting\* LLC\***

**No records found for current search.**

SAM | System for Award Management 1.0

IBM v1.863.20130412-1616

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



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

## Basic Directions

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

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

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

### Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.epls.gov/epls/search.do>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
- For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

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

## Contractor Information

Contractor Name	Be The Change Consulting, LLC	Agency's Contact	Tanya Mayo			
OUSD Vendor ID #	1005742	Title	Director of Operations			
Street Address	3237 Monterey Boulevard	City	Oakland	State	CA	Zip 94602
Telephone	(415) 722-0508	Email (required)	tanya@bethechangeconsulting.com			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

## Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	09/01/2012	Date work will end	08/02/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 100.00	Number of Hours (required)	365.00		

## 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
9017	Bechtel After Sch	9221518401	5825	\$ 36,500.00
	Math		5825	\$
			5825	\$
<b>Requisition No. (required)</b>	R0311258		<b>Total Contract Amount</b>	\$ 36,500.00

## 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.	<b>Administrator / Manager (Originator)</b>	Name	Julia Ma	Phone	(510) 273-1541
	Site / Department	922/Family, School, and Community Learning Department		Fax	(510) 273-1551
	Signature	<i>Julia Ma</i>		Date Approved	1-23-13
2.	<b>Resource Manager, if using funds managed by:</b> <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature	<i>R Mcmearn</i>		Date Approved	1/23/13
	Signature (if using multiple restricted resources)			Date Approved	
3.	<b>Regional Executive Officer</b>				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site <input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>Christie Saubert</i>		Date Approved	1/23/2013
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant Aggregate Under <input type="checkbox"/> Over <input type="checkbox"/> \$50,000				
	Signature	<i>Maria Santos</i>		Date Approved	1-29-2013
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal Required if not using standard contract</b>		Approved	Denied - Reason	Date	
<b>Procurement</b>	Date Received		PO Number	P1305448	

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