Board Office Use: Le File ID Number	13-1132
Introduction Date	6/2/13
Enactment Number	12-1074
Enactment Date	61912

Memo



Community Schools, Thriving Students

То	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						
<b>Board Meeting Date</b> (To be completed by Procurement)	6-12-13						
Subject	Professional Services Contract - Oakland Schools Foundation Oakland CA (contractor, City State) 958/Communications (site/department)						
Action Requested	Approval of a professional services contract between Oakland Unified School District and Oakland Schools Foundation Services to be primarily provided to958/Communicationsfor the period of April 15, 2013throughJune 30, 2013						
<b>Background</b> A one paragraph explanation of why the consultant's services are needed.	The 5th to 6th grade transition presents one of the biggest retention problems for OUSD enrollment. Essentially, we lose one third of our OUSD families as students move from 5th grade to 6th grade. Incoming sixth graders who are new to OUSD schools fill only half of those vacated seats. Middle schools need support in their outreach and recruiting efforts, specifically in preparing professional, attractive, and current promotional brochures for the 2014 enrollment season. OSF has demonstrated expertise in this area, as well as working relationships with many of our middle schools, and can deliver the needed brochures on the tight timeline required.						
Discussion One paragraph summary of the scope of work.	A contract for services between OUSD and Oakland Schools Foundation (OSF) (Oakland, CA), for the latter to provide completed, up-to-date brochures for every OUSD school serving grades 6 through 8. The brochures will include original writing and photography, and OSF will additionally provide editing, graphic design and layout, project coordination, and translation into one language other than English for each school brochure. This work will be completed through the period of May 1, 2013 through June 30, 2013 in an amount not to exceed \$20,230. Electronic files for each brochure will be submitted by June 30, 2013.						
Recommendation	Approval of professional services contract between Oakland Unified School District and Oakland Schools Foundation Services to be primarily provided to958/Communications for the period of April 15, 2013 throughJune 30, 2013						
Fiscal Impact	Funding resource name (please spell out) Tier 3 TIIG Communications not to exceed \$20230						
Attachments	<ul> <li>Professional Services Contract including scope of work</li> <li>Fingerprint/Background Check Certification</li> <li>Commercial General Liability Insurance Certification</li> <li>TB screening documentation</li> <li>Statement of qualifications</li> </ul>						

Board Office Use: Legis	lative File Info.
File ID Number	13-1132
Introduction Date	0/12/13
Enactment Number	3-1024
Enactment Date	6/2/3
	6110



# **PROFESSIONAL SERVICES CONTRACT 2012-2013**

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

- 1. Services: The CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
- Terms: CONTRACTOR shall commence work on <u>April 15, 2013</u>, 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 June 30, 2013.
- 3. Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Twenty thousand two hundred and thirty Dollars (\$20230 Dollars (\$20230 Dollars (\$20230 Dollars (services satisfactorily rendered pursuant to this Agreement, a total fee not to 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:

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

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

- 4. Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  - 1. Individual consultants:

Tuberculosis Clearance - Documentation from health care provider showing negative TB status within the last four years.

Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.

Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.

2. Agencies or organizations:

Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.

- 6. CONTRACTOR Qualifications / Performance of Services.

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

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

 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 Contrac OUSD Representat		CONTRACTOR:					
Name: Troy Flint		Name: David Korsak					
Site /Dept.:	958/Communications	Title: Controller, Oakland S	Schools Foundation				
Address:		Address: PO Box 27148					
Oakland, (	CA	Oakland	CA	94602			
Phone: 510-473-583	32	Phone: 510-842-3461					

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 gualifications, 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:
  - 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).

Rev. 4/11/12 v1

**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 anse 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 seg. 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.epis.gov/epis/search.do)

#### Summary of terms and compensation:

Anticipated start date: 04/15/2013

Work shall be completed by: 06/30/2013

Total Fee: \$ 20,230.00

OAKLAND UNIFIED SCHOOL DISTRICT President, Board of Education Superintended or Designee

Secretary, Board of Education

CONTRACTOR Contractor Stonature

David Korsak Print Name, Title Controller, Oakland Schools |

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Page 4 of 6

File ID Number: Introduction Date: Enactment Number: **Enactment Date:** By:

#### **EXHIBIT "A" Scope of Work**

#### DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

A contract for services between OUSD and Oakland Schools Foundation (OSF) (Oakland, CA), for the latter to provide completed, up-todate brochures for every OUSD school serving grades 6 through 8. The brochures will include original writing and photography, and OSF will additionally provide editing, graphic design and layout, project coordination, and translation into one language other than English for each school brochure. This work will be completed through the period of May 1, 2013 through June 30, 2013 in an amount not to exceed \$20,230. Electronic files for each brochure will be submitted by June 30, 2013.

## SCOPE OF WORK

will provide a maximum of 404.6 hours of services at a rate of \$50.00 per hour for a **Oakland Schools Foundation** . Services are anticipated to begin on April 15, 2013 and end on June 30, 2013 total not to exceed \$20230

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.

Pre-production of promotional brochures to be used in recruiting new students to OUSD middle schools.

Service will include the writing and editing of brochure text, photography (OSF photographer visits schools, edits and uploads photos for inclusion in the brochure), graphic design and layout of the brochures, project coordination, and translation of each school brochure into one foreign language as is appropriate for each school.

Brochures will be completed or updated for Frick, Bret Harte, Roots, Greenleaf, Sankofa, Alliance, Elmhurst, Urban Promise Academy, Coliseum College Prep, Melrose Leadership Academy, United for Success, Roosevelt, Edna Brewer, Life Academy, West Oakland Middle, Claremont, Montera, Madison, and Westlake schools.

Digital photo galleries created for this project will be made available to OUSD for use in other projects.

Electronic files of the completed brochures will be provided no later than June 30, 2013. OUSD retains the right to print any number of copies of the completed brochures, or have brochure content translated into additional languages.

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. The creation and distribution of high-quality promotional materials is one step in enhancing our middle school enrollment numbers. Professional-quality brochures will better enable families to learn about the programs and services available to them in middle schools throughout Oakland, and potentially increase enrollment in under-utilized schools. The District currently loses one third of our OUSD families as students move from 5th grade to 6th grade. Incoming sixth graders who are new to OUSD schools fill only half of those vacated seats. More effective collateral materials will be a tool in stopping this gap, retaining our fifth grade families, and bringing new sixth grade students to the district.

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	<ul> <li>Prepare students for success in college and careers</li> </ul>
	Develop social, emotional and physical health	Safe, healthy and supportive schools

Develop social, emotional and physical health

Create equitable opportunities for learning

High quality and effective instruction

Rev 6/22/11 v3

Accountable for quality Full service community district

#### **Professional Services Contract**

#### 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.

### SAM Search Results List of records matching your search for oakland\* schools\* foundation\*

**No Search Results** 

# STAFF

Brian Stanley Executive Director

Amber Valdez Associate Director

Benj Vardigan Communications Manager

Tamara Dukes Client Services Manager

Alice Kuo Communications and Outreach Coordinator Mike Barr Vice President of Finance and Operations

> Joanna Kaplan Rasheed Manager, Development

Ruth Marcus Grants Coordinator

Helen Vance Finance and Administrative Associate

> Kenya Broadnax Special Programs Assistant

# 2011 - 2012 ANNUAL REPORT

www.oaklandschoolsfoundation.org

# **BOARD OF DIRECTORS**

Vanessa Coleman Co-President

Robert Spencer Co-President

Jose Corona Vice President Lillian Cordova-Lopez Secretary

Sedrick Tydus Treasurer

Samir Bolar Member-at-Large Brendan Cullen Member-at-Large

Jonathan Klein Member-at-Large

Carrie McPherson Douglass Member-at-Large

TO CONTACT OSF: PO Box 27148 Oakland, CA 94602 (510) 510-842-3461 (phone) (510) 225-3350 (fax) www.oaklandschoolsfoundation.org



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# FROM THE DESK OF THE EXECUTIVE DIRECTOR



Fellow supporters of Oakland public schools,

As the following pages reflect, the Oakland Schools Foundation (OSF) carries into its tenth year a legacy of connecting Oakland public schools with the resources to support programs our students need most.

OSF's results – like the more than \$23 million we have helped raise for school programs since 2003 – speak for themselves, as do the

factors that make this work critical for Oakland. Stark resource and opportunity gaps persist across our state, with California ranking near the bottom in per-student funding. What this means for students in Oakland's under-resourced schools is very real, and it is what drives our staff, every single day.

Entering our second decade as an education fund, we remain focused on our most important measure of success: accelerating student achievement in Oakland's highest-need communities. We help schools generate and manage resources that enrich learning by collaborating with schools on innovative and long-term strategies, and by partnering with the Oakland Unified School District to create equitable outcomes across the city.

l invite you to join us in this work. OSF's commitment to collaboration – with schools, the District, our supporters, and partners – is at the heart of our equity-based vision. I look forward to speaking with you about the information in this Annual Report and about the exciting work ahead of us.

In partnership,

Brian Stanley Executive Director

510-473-5745 brian@oaklandschoolsfoundation.org



# OSF MISSION AND VISION

The Oakland Schools Foundation is a local education fund that secures and manages resources for Oakland public schools in order to support its vision of equity: that all students have the opportunity to achieve excellence.



#### "What OSF is doing for schools in the area of resource development, plus their flexibility and responsivenesss around finance is so helpful. We identify what we need and they're able to respond to that.We cannot do this work without OSF."

- Mark Triplett, Principal Urban Promise Academy

# OSF THANKS THESE FOUNDATIONS, CORPORATIONS, AND INDIVIDUALS FOR THEIR SUPPORT IN 2011-12:

#### \$50,000+

Anonymous S.D. Bechtel Jr. Family Foundation The William H. Donner Foundation Walter and Elise Haas Fund Wayne and Gladys Valley Foundation Zellerbach Family Foundation

\$20,000 to \$50,000 East Bay Community Foundation

Pacific Gas and Electric Company Wells Fargo \$10,000 to \$20,000

Irene S. Scully Foundation Target Foundation Bernard and Alba Witkin Foundation

#### \$1000 to \$5000

Alta Alliance Bank Anonymous Arntz Family Foundation Mary Burkhart Lloyd Lavagetto Elaine Tope and Chuck McLaughlin Dan Quigley Brian Rogers Kavindar Singh Robert Spencer Brian Steel Chris Stotka Ellie and John Sutter

#### \$500 to \$999

Charlene Akers Lillian Cordova-Lopez Rachel Cukierman Lily Hu Katrina Kellogg Ionathan and Amanda Klein Richard Marcus Bruce Mast Eric Ng Khalilah Rasheed Dalya Sachs Andrea Saltzman Libby Schaaf Kenneth Schmier Marc and Alexis Stice David Sweet Bob and Diane Wagner

#### \$250 to \$499

Stuart Block and Samantha Nobles-Block Kevin and Patricia Bohm Mark Borsuk Douglas & Arny Boxer Garrett C. Dailey Linda Davis Francisco Devries Carrie McPherson & Scott Douglass Education Pioneers Yew Joo Hoe Deborah Kaminski Bryan Tracey and Laurie Lober Dagmar Serota Phillip H. Tagami Miye Takagi Robert VanWesep Lyle C. Wing

R. Neil Vance and Susan Zimmerman

\$100 to \$249 Tarliena Aamir-Balinton Joseph & Sharon Barrington Ophelia Basgal and Gary Fitschen Rachel Benham Cassandra Benjamin Amanda Brown-Stevens Michael Chen Scott Deskin Sally Van Etten Patrick Folan Mary Foley Earl Hamlin Joseph Haraburda Arthur and Susan Hartinger C.I Hirschfield Charlton Holland Cornelius Hopper Benjamin B. Johnson and Andrea Ravas Donald and Judith Jones Raleigh Klein Peter E. Koszalka Michael & Avis Kowalewski leff Kutash Flien Lee William Lester Jr. Mike McDermott Ann Miller and Chuck Raben Lester Olmstead-Rose Harry G. Prince **Rachel Reinhard** Deborah Richman Norma Jean Rogers Ruth Stroup Alva & Jennifer Svoboda William Tom Virginia Traxler Sharon Turner Mary and John Vardigan Shehzad Y. Wadalawala

Karola Wilkins Ian Williams Jain Williams Pat and Philip Williams

#### \$1 to \$99

Voleine Amilcar Kelsea Ballantyne Adrienne Blum Juliet Bonczkowski Madeleine Clarke Sam Cunningham Sunny Daly Michael DeFabio Yvonne Eldridge Kimberly Nakahara Erickson John Fanning Maryellen Ferro Marian and Roger Gray lan Grygier Tamara Henry Anthony King lane Klein Brian Kolodziejski Margaret Lamb Tom Libby Patricia Mallan Tony Marcus Edward Martinez Catherine Mclane Robert Menzimer Toni Moore Melanie Nuni Timothy M. Pariani Carmen Perea Dominica Phetteplace Ivan Rosales-Montes Samuel and Gina Saddik Katherine Schugren-Meyer Ann Segesman Lia Shigemura Diana Smith Franz Snyder Carla Spain Erika Strochlic Abelon Tim Sullivan Crystal Ulrich Iulianne Vaccaro Amber Valdez Dorothy Vance Madeline Venable Eva Vincent Jørgen "Yogi" Vindum Fave White Kathryne Young

#### STATEMENT OF FINANCIAL POSITION As of lune 30, 2012

ASSETS Total Current Assets Other Assets	\$2,105,243 \$4,584
Total Assets	\$2,109,827
LIABILITIES	\$131,169
NET ASSETS	
Unrestricted	\$1,313,508
Temporarily Restricted	\$665,150
Total Net Assets	\$1,978,658
TOTAL LIABILITIES AND NET ASSETS	\$2,109,827

#### STATEMENT OF ACTIVITIES Year Ended June 30, 2012

SUPPORT AND REVENUE	
Support	\$2,038,993
Revenue	\$662,785
Total Support & Revenue	\$2,701,778
EXPENSES	
Program	\$2,141,559

Program	\$2,141,559
Management and general	\$227,932
Fundralsing	\$58,076
Total Expenses	\$2,427,567
Change in Net Assets	\$274,211
Net Assets, Beginning of Year	\$1,704,446
Net Assets, End of Year	\$1,978,657

Similar at Type Middle School

88% of OSF's operating costs go directly to school service.

In other words, OSF spends just 12 cents of every dollar on in-house administrative costs.

# **OUR PARTNER SCHOOLS**

In 2011-12, OSF worked with 36 public schools serving more than 12,000 students.

#### K-5 SCHOOLS

Acorn Woodland Elementary Allendale Elementary Bridges Academy at Melrose **Cleveland Elementary** EnCompass Academy Fred T. Korematsu Discovery Academy Futures Elementary International Community School Learning Without Limits Manzanita Community School Manzanita SEED Elementary School Martin Luther King Jr. Elementary New Highland Academy PLACE @ Prescott Reach Academy **RISE Community School** Think College Now

#### K-8 SCHOOLS ASCEND

Greenleaf Elementary Melrose Leadership Academy Sankofa Academy

#### MIDDLESCHOOLS

Alliance Academy Bret Harte Middle School Elmhurst Community Prep Frick Middle School Roosevelt Middle School Roots International Academy United for Success Academy Urban Promise Academy West Oakland Middle School

#### HIGH SCHOOLS

Castlemont High School Coliseum College Prep Academy Life Academy of Health & Bioscience McClymonds High School MetWest High School Oakland International High School

#### OSF SCHOOL DEMOGRAPHICS

- 60% in the far first at reduced price function
- 965 students of color
- 60% English Language Learne

#### BREAKDOWN OF EXPENSES Year Ended June 30, 2012

- Program Expenses Services to Schools
- Program Expenses School Sites
- Management and General
- Fundraising





# **OSF SERVICES**

#### FISCAL SPONSORSHIP AND MANAGEMENT

Fiscal management and accountability are key to resource development. As a 501(c)(3), OSF provides schools fiscal sponsorship for grants, donations, and in-kind contributions. We help our partner schools be accountable to their supporters through rigorous budget management and consistent donor follow-up.

#### HUMAN RESOURCES MANAGEMENT

As a fiscal sponsor for schools, OSF provides contractor and employee administration services for school programs funded by private grants and donations. OSF also employs its own program managers and coaches at schools sites to support school program development and implementation.

#### **RESOURCE DEVELOPMENT**

Per-student funding is on a national decline, and California currently spends close to \$3,000 less per student than the national average. The growing resource and opportunity gaps in public education require that we look for resources beyond public funding to support our students. OSF provides grant writing, donor cultivation, and partnership development services to help partner schools generate diverse resource portfolios that support programs critical to student learning and success.

#### COMMUNICATIONS AND OUTREACH

In order to cultivate student enrollment, community and family engagement, and resource development it is important that we share what is happening in our schools. To this end, OSF provides partner schools with communications and outreach services that include branding, website development, social media management, storytelling, mass mailings, photography, videography, and the development of communications materials such as newsletters, brochures, flyers, postcards, fact sheets, and PowerPoint presentations.

#### PROFESSIONAL LEARNING AND PROGRAM DEVELOPMENT

OSF provides inquiry-based, participant-led, and student-centered professional learning services that convene leaders across schools to share and develop strategies, practices, and resources that cultivate program improvement and, ultimately, student learning and success. OSF currently hosts three professional learning communities: Family Engagement and Leadership Initiative (FamELI), Elementary Literacy Collaborative (ELC), and Wellness Initiative. 25 schools participate in these programs.

#### DISTRICT AND CITY-WIDE SERVICES

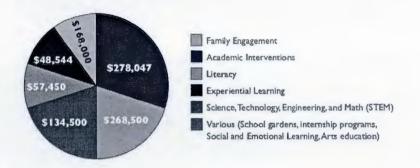
OSF partners closely with the Oakland Unified School District to provide services that have a systemic impact across Oakland schools.

110

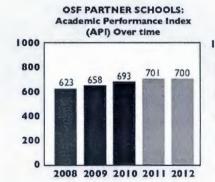
# **RESULTS AND IMPACT**

#### **OSF GRANTS FUNDING FOR SCHOOLS**

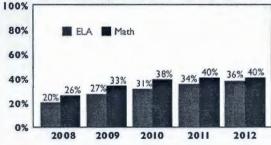
OSF has helped 55 schools raise more than \$23 million in grants for key programs since 2003. In 2011-12, OSF helped 25 schools raise more than \$950,000 in grants for 63 programs. The graph below breaks down the major areas of funding.



OSF gets a four-to-one return on investment: for every dollar schools invest in OSF, we generate at least four dollars for school programs.



OSF PARTNER SCHOOLS: Percentage of Students Who Scored Proficient or Advanced in ELA and Math on the California Standards Test (CST) Over Time



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# Community Schools, Thriving Students PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

	Addi	tional direct	ions and	I related doo	Basic cuments are in t	c Direc		ns Lihr	arv (htto	://intranet.ousd	k12 ca.us)	
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued. 1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.												
	2. Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification )											
	<ol> <li>Contractor and OUSD contract originator complete the contract packet together and attach required attachments.</li> <li>Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement.</li> </ol>											
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					of qualifications						2/	
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	et Address phone	510-842				City	Oakland	1	Dookland	State CA schoolsfoundat		4602
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		Co	mpens	ation and	Terms – Mus	t be w	ithin the C	DUSD	Billing	Guidelines		
Antio	cipated start d	ate	April	15, 2013	Date work will	end	June 30	2013	Other	Expenses	\$0	
Pay	Rate Per Hou	r (required)	\$50.00	)	Number of Ho	UIS (requ	ired)	404.6				
					Budge	t Infor	mation					
	lf you are	planning to r	nulti-fund	a contract us	sing LEP funds, pl			e and F	ederal Ofi	ice <u>before</u> comple	ating requisition.	
R	lesource #	Resource	Name			org Key			a series and	Object Code	Amor	unt
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v	OUSD Adr	ministrator v	erifies th	nat this vend	dor does not app	ear on	the Exclude	ed Parti	es List (h	nttps://www.epls	.gov/epis/sea	rch.do)
	Administrato	r / Manager (	Originator	) Name	Troy Flint				Phone	510-473-583	2	
1.	Site / Depa	rtment		9	58/Communica	tions			Fax			
	Signature		Inth	1				Date /	Approved			
	Resource Ma			managed by:	State and Federal	Quality	Community, Se	chool Dev	elopment E	Family, Schools, and	Community Partne	erships
2.	Scope of w	ork indicates	complian	t use of restri	cted resource and	is in alig	gnment with a	school s	ite plan (S	SPSA)		
2.	Signature							Date /	Approved	-		
	Signature (if us	ing multiple rest	ricted resou	urces)				Date /	Approved			
	Regional Exe	cutive Office	er									
3.					vith needs of depa cribed in the scope							
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	Deputy Supe	rintendent In	structio	nal Leaders	ip Deputy Supe	rintend	ent Busines	s Opera	tions	Consultant Aggrega	te Under 🗖, Over	□\$50,000
4. Signature Date Approved 314						51412						
5.	Superintende	ent, Board of	Educati	on Signature	on the legal cont	ract						
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2718 THIS FORM IS NOT A CONTRACT