

Board Office Use: Legislative File Info.	
File ID Number	12-1311
Introduction Date	5-23-12
Enactment Number	12-1404
Enactment Date	5-23-12 82



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) 5-23-11

Subject Professional Services Contract -
 Oakland Schools Foundation (OSF) Oakland CA (contractor, City State)
 West Oakland Middle School (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and Oakland Schools Foundation (OSF). Services to be primarily provided to West Oakland Middle School for the period of 03/01/2012 through 06/29/2012.

Background
 A one paragraph explanation of why the consultant's services are needed. The Oakland Schools Foundation's services are needed to provide support to West Oakland Middle School as it moves to become a full-service community school. OSF provides expert services in the area of outreach to students and their families, and West Oakland Middle School will benefit from OSF's expertise in engaging our students who are scoring far below basic.

Discussion
 One paragraph summary of the scope of work. A contract for services between OUSD and OSF (Oakland, CA), for the latter to provide West Oakland Middle School with outreach to students scoring far below basic to support academic growth and increase parent capacity and to support student learning in the classroom through the period of March 1st through June 29th 2012 in an amount not to exceed \$5,000.

Recommendation Approval of professional services contract between Oakland Unified School District and Oakland Schools Foundation (OSF). Services to be primarily provided to West Oakland Middle School for the period of 03/01/2012 through 06/29/2012.

Fiscal Impact Funding resource name (please spell out) Title I not to exceed \$ 5,000.00

- 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 2011-2012

This Agreement is entered into between the Oakland Unified School District (OUSD) and Oakland Schools Foundation (OSF) (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:** CONTRACTOR shall provide the services described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").
- Terms:** CONTRACTOR shall commence work on 03/01/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/29/2012.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed five thousand Dollars (\$ 5,000.00). 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: _____.

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:* _____ which shall not exceed a total cost of \$ _____.
- 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:

OUSD Representative:

Name: Ron Smith
Site /Dept.: West Oakland Middle School
Address: 991 14th Street
Oakland, CA 94607
Phone: (510) 879-2093

CONTRACTOR:

Name: Oakland Schools Foundation
Title: Julie A. Besaha, Director of Finance and Administration
Address: PO Box 20238
Oakland CA 94620
Phone: (510) 788-4528

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.

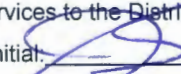
OR

- 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.

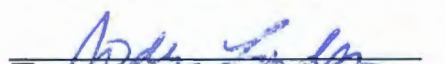
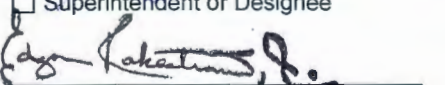
CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, 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.


Summary of terms and compensation:

Anticipated start date: 03/01/2012 Work shall be completed by: 06/29/2012 Total Fee: \$5,000.00

OAKLAND UNIFIED SCHOOL DISTRICT


 President, Board of Education
 Superintendent or Designee

 Secretary, Board of Education

CONTRACTOR


 Date: 5/24/12 Contractor Signature Date: 5/7/2012
 Date: 5/24/12 Oakland Schools Foundation Julie A. Besaha, Director of Finar
 Date: _____ Print Name, Title

File ID Number: 12-1311
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 By: 82

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 OSF (Oakland, CA), for the latter to provide West Oakland Middle School with outreach to students scoring far below basic to support academic growth and increase parent capacity and to support student learning in the classroom through the period of March 1st through June 29th 2012 in an amount not to exceed \$5,000.

SCOPE OF WORK

Oakland Schools Foundation (OSF) will provide a maximum of 100.00 hours of services at a rate of \$ 50.00 per hour for a total not to exceed \$5,000.00. Services are anticipated to begin on 03/01/2012 and end on 06/29/2012.

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.

Oakland Schools Foundation will create with students and their families and distribute two newsletters and two email blasts aimed at students who are scoring far below basic and their families. Students will be provided with resources that look to address their academic needs and provide parents support services to support the full service community model.

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 work, West Oakland Middle School will have tools needed to reach out to students scoring far below basic and their families. Direct outreach will have a direct impact on student attendance and academic achievement.

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

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2011

PRODUCER (510)548-8200 x307, Fax(510)548-6145
Fidelity Insurance Service
 801 Allston Way
 Berkeley, CA 94710
 Steven Holland

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 Oakland Schools Foundation
 P.O. Box 20238
 Oakland CA 94620

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: NIAC	
INSURER B: Markel Insurance Co.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY	201116926NPO	09/15/2011	09/15/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 20,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 1,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	201116926NPO	09/15/2011	09/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	MWC000026111	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate holder is named Additional Insured with respect to the insured's operations.

CERTIFICATE HOLDER

Oakland Unified School District
 1025 Second Avenue
 Oakland, CA 94606

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Tracy White/TRW



OAKLAND
SCHOOLS
FOUNDATION

RESULTS AND IMPACT

FINANCE SUPPORT

Through our Finance & Administration department, OSF acts as **501(c)(3) for 40-plus schools**, helping them process tax-deductible donations, apply for grants, and more. The department also maintains a database of contacts for each OSF partner school and sends out thank-you letters for all donations schools receive.

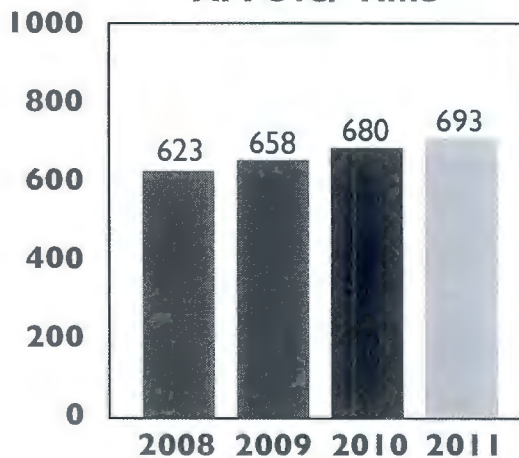
“OSF gives us a flexible way to take in donations from individuals and foundations. At some schools, PTAs play this role, but many Oakland schools don’t have that resource. Through this service, OSF is helping schools like ours level the playing field.”

– Think College Now K-5 Principal Jose Ruben Olivares

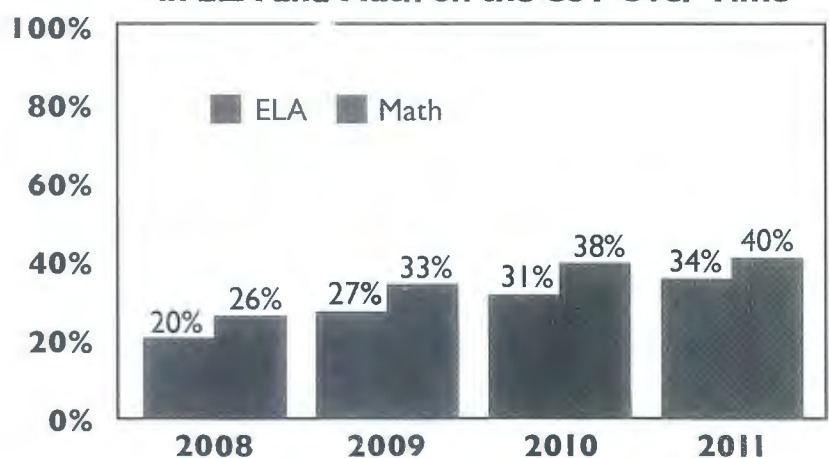
OSF PARTNER SCHOOLS’ ACADEMIC ACHIEVEMENT

OSF is proud to partner with schools in a district that has achieved consistent growth: OUSD is California’s most-improved urban school district over the last seven years. This trend holds true among OSF’s partner schools, where California Standards Test (CST) scores have **risen steadily since 2008** and Academic Performance Index (API) scores **increased by an average of 13 points in 2011**, outpacing statewide growth. For a picture of CST and API growth at OSF partner schools, see the graphs below.

**OSF Partner Schools:
API Over Time**



**OSF Partner Schools: Percentage of
Students Who Scored Proficient or Advanced
in ELA and Math on the CST Over Time**



Four OSF partner schools – ACORN Woodland Elementary, Greenleaf Elementary, Manzanita SEED, and Think College Now – have surpassed the state’s API goal of 800.

AND IMPACT



PROFESSIONAL LEARNING COMMUNITIES



Photo © 2011 Henson, Ryan

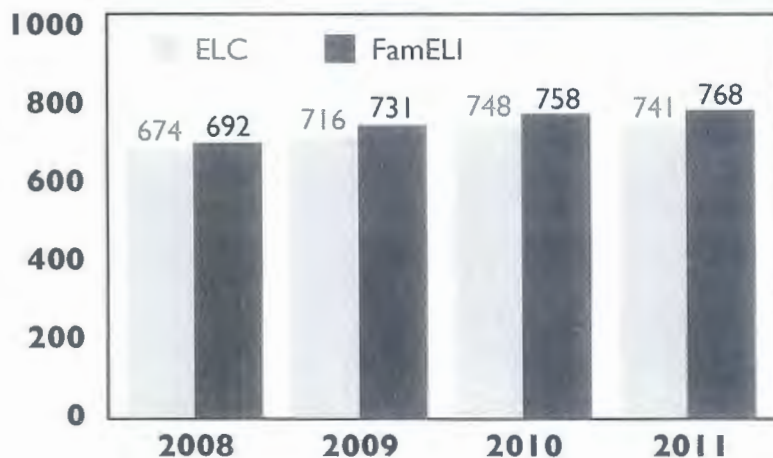
A recent FamELI meeting

Over the past five years, OSF has built a model for successful Professional Learning Communities in Oakland schools. These collaborative programs were designed to bring together school leaders to share and develop best practices and leverage resources for essential school programs:

► **The Family Engagement and Leadership Initiative (FamELI)** is an **11-school collaborative** that impacts more than 3,000 students and their families. With the **\$340,000** OSF raised for FamELI in 2010-11, each school hired family outreach staff and strengthened its school-family partnership program.

► **The Extended Learning Collaborative (ELC)** convenes 12 schools to share ideas and best practices for **targeted academic support** throughout the school day. With **\$271,000** in grants funding last year, OSF helped each school hire academic interventionists and tutors. Schools have reported that ELC has helped increase student achievement, as the graph here shows.

OSF ELC & FamELI Schools:
API Over Time



“The FamELI program has helped EnCompass Academy strengthen our family engagement and parent leadership by giving us the time and space to work with other schools, share ideas and challenges, and learn from each other. We are grateful to OSF for bringing these campuses together in a positive and productive way through this Professional Learning Community. It has helped us become a stronger community school.”

– Amelia Rico, EnCompass Academy K-5 Family Involvement Coordinator

COMMUNITY OUTREACH

OSF partners with schools to carry out community outreach efforts via newsletters, e-mails, brochures (see samples below), websites, and more. Through this outreach, **35 OSF partner schools earned nearly \$200,000 in individual giving** during 2010-11. Principals and teachers used these funds for **field trips, art materials, libraries, and music supplies** – all at risk in this time of unprecedented budget cuts.

Beyond individual fundraising, community outreach also helped schools:

- ▶ Connect with foundations for potential grants funding
- ▶ Form partnerships with non-profits and other organizations
- ▶ Boost enrollment
- ▶ Attract volunteers to their campuses
- ▶ Share more positive stories about what's happening in Oakland schools



A sampling of OSF-produced school brochures



Learning Without Limits' drum team with Oakland Mayor Jean Quan at the Target Grand Opening, from the school's recent newsletter

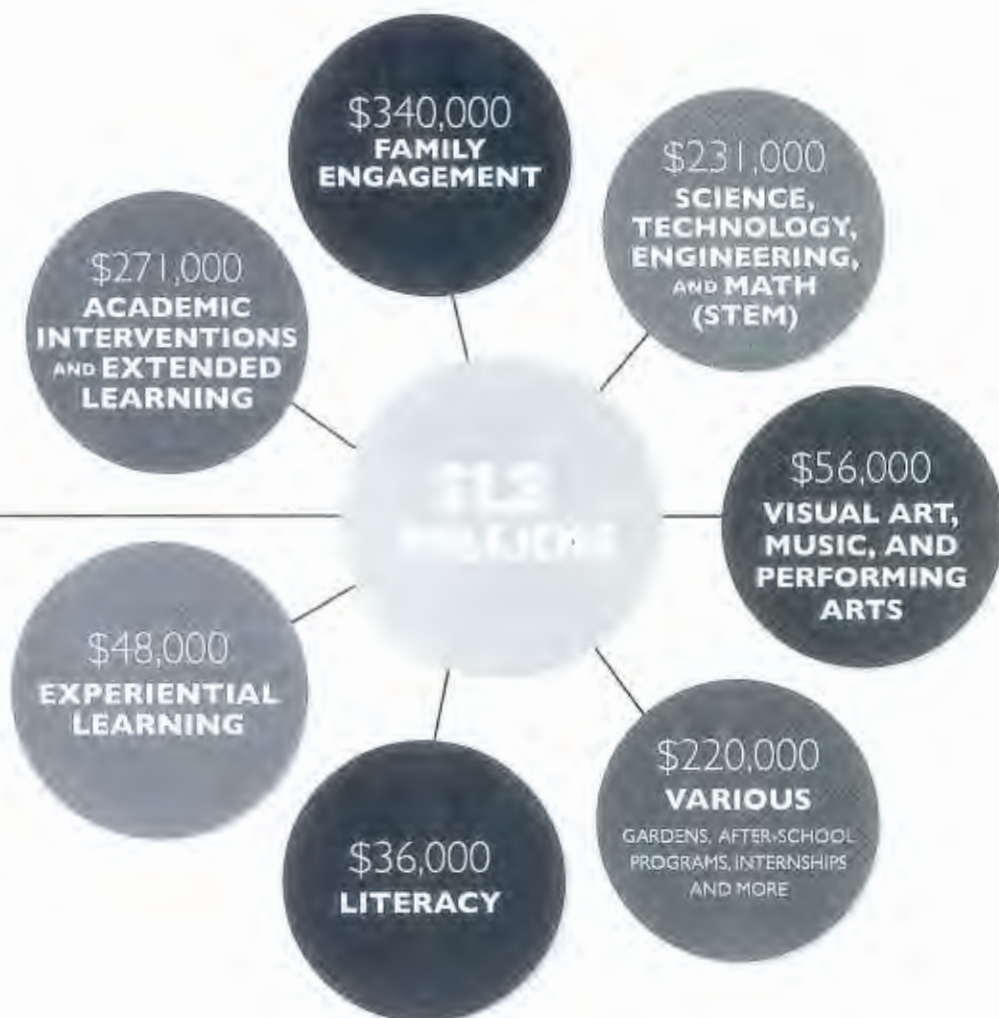
“Frick’s mission is to support our students - our kings and queens - so that they acquire the resilience needed to be successful in high school and beyond. Through our partnership with OSF, Frick has been able to secure support for academic and extra-curricular programs, further our mission, and share our story with the greater Bay Area community.”

– Principal Jerome Gourdine, Frick Middle School

WHO WE ARE The Oakland Schools Foundation is dedicated to promoting excellence in Oakland's public schools so that *all* of our students have the opportunity to achieve. OSF partners with under-resourced schools to support **grants funding, community outreach and fundraising, Professional Learning Communities, and finance management.** Read on to learn more about the impact we are having in our schools.

GRANTS FUNDING

OSF helped 27 schools raise more than **\$1.2 MILLION IN GRANTS** during 2010-11, and has supported more than 40 schools in raising over **\$20 MILLION SINCE 2003**, allowing schools to pay for programs and staff positions that help them best serve their students.



“The work OSF has done in bringing resources to flatland schools is a tremendous equity stance. Our partnership with OSF comes from an authentic place: It’s all about what’s going to work for your school.”

– Preston Thomas, Life Academy of Health and Bioscience Principal

State and Federal Compliance

SECTIONS 4 & 5: Academic and School Climate Action Plan

To Ruth
FISCAL
FEB 17

2011-2012
SPSA Revision
Worksheet 16

School Name: West Oakland Middle

School Site #: 204

SSC Chairperson's Initials: ACS

Principal's Initials: VM

Date: 08-Feb-12
APPROVED by SSC

Item #	Tracking# Refer From Your Previous SPSA	Priority Area	Critical Practice	Supporting Activities	Student Group Impacted	Measure of Success	Resource No.	Resource Name	Object Code	Object Name	Position Code	Budget Amount
#7	2011-204-ELA-673	Instructional-Practice-ELA		Saturday School program to support low performing students to meet grade-level standards	FBB-Basic	CST/District Data	3010	Title 1	6826	Consultants		\$ 100,000
#1	2011-204OPG-673	Instructional Practice		Hire outside agency to provide outreach to families and students with support to enhance the academic growth of our FBB and BB West Oakland Middle School.	All Students	CST/District Data	3010	Title 1	5825	Consultants		\$ 5,000
#2	20112-204 Math	Instructional Practice		Move teacher salary to support small class sizes and intervention for underperforming students	All 7/8 grade Students	CST/District Data	4850	Title 1	1105	Core Teacher		\$ 15,000
#3	2011-204 Math	Instructional Practice		Move teacher salary to support small class sizes and intervention for underperforming students	All 7/8 grade Students	CST/District Data	4859	EIA/SCE Instruct	1105	Core Teacher		\$ 20,000

11/29/11 PO 0202521

Department of State - Federal Programs
William Browning
Date 2/12/12

State and Federal Compliance

SECTIONS 4 & 5: Academic and School Climate Action Plan

School Name: West Oakland Middle

School Site #: 204

SSC Chairperson's Initials *VM*

Principal's Initials: *RS*

Date **APPROVED** 25-Oct-11
 by SSC

Item#	Tracking# Revised From Your Previous SPSA	Priority Area	Critical Practice	Supporting Activities	Student Group Impacted	Measure of Success	Resource No.	Resource Name	Object Code	Object Name	Position Code	Budget Amount
#7	2011-204- ELA-673	Instructional- Practice-ELA		Saturday School program to support low performing students to meet grade level standards	FBB-Basic	CST/District-Data	3010	Title 1	6825	Consultants		\$ 100,000
#1	2011- 204OPG- 673	Instructional Practice		Hire outside agency to provide outreach to families and services that address the full service community model by reaching out to families, community, and local partners to support West Oakland Middle School. These services will address the various needs of our students scoring FBB and BB in both Language Arts	All Students	CST/District Data	3010	Title 1	5825	Consultants		\$ 5,000

Department of State & Federal Programs
William Henry
 Date *5/8/12*



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 has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
- For individual consultants: Proof of negative tuberculosis status within past 4 years
- 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

OUSD Staff Contact Emails about this contract should be sent to: ron.smith@ousd.k12.ca.us

Contractor Information

Contractor Name	Oakland Schools Foundation (OSF)	Agency's Contact	Julie A. Besaha		
OUSD Vendor ID #	V053845	Title	Director of Finance and Administration		
Street Address	PO Box 20238	City	Oakland	State	CA Zip 94620
Telephone	(510) 788-4528	Email	julie@oaklandschoolsfoundation.org		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	03/01/2012	Date work will end	06/29/2012	Other Expenses	
Pay Rate Per Hour (required)	\$ 50.00	Number of Hours	100.00	Total Contract Amount	\$ 5,000.00

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
3010	Title I	2044580101	5825	\$ 5,000.00
			5825	\$
			5825	\$
Requisition No.	R0202521	Total Contract Amount	\$ 5,000.00	

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.

1.	Administrator / Manager (Originator)	Name	Ron Smith	Phone	(510) 879-2093
	Site / Department	West Oakland Middle School		Fax	(510) 879-8012
	Signature	<i>Ron Smith</i>		Date Approved	5/3/12
2.	Resource Manager , if using funds managed by: <input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature	<i>Susan Raley</i>		Date Approved	5/8/12
	Signature (if using multiple restricted resources)			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	<i>Michael Hill</i>		Date Approved	5/15/12
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	<input type="checkbox"/> Consultant Aggregate Under \$50,000			
	Signature	<i>Maria Santos</i>		Date Approved	5-15-12
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	