

Board Office Use: Legislative File Info.	
File ID Number	11-3094
Introduction Date	12/5/11
Enactment Number	
Enactment Date	



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) _____

Subject Professional Services Contract -
 Oakland Schools Foundation Oakland CA (contractor, City State)
 113/Learning Without Limits College Preparatory Elementary (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and Oakland Schools Foundation. Services to be primarily provided to 113/Learning Without Limits College Preparatory for the period of 11/01/2011 through 06/15/2012.

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

Oakland Schools Foundation will provide coaching to support Learning Without Limits (LWL) in building teacher capacity to create and maintain effective learning environment that engages students and honor the assets students bring with them to school.

Discussion
One paragraph summary of the scope of work.

A contract for services between OUSD and Oakland Schools Foundation (Oakland, CA), for the latter to provide coaching to build the capacity of teachers and staff of LWL to 1) help students learn to resolve their own conflicts in a timely and peaceful manner, 2) use charts, rhythm and song to support instruction, 3) reach out to parents in order to ensure positive attendance patterns and completion of homework, 4) honor the cultures of all students in the classroom, 5) train and coach teachers and other staff in using procedures to transition students between the classroom to the yard in ways that support a positive climate through the period of 11/01/2011 through 06/15/12 in an amount not to exceed \$26,894.23.

Recommendation Approval of professional services contract between Oakland Unified School District and Oakland Schools Foundation. Services to be primarily provided to 113/Learning Without Limits College Preparatory for the period of 11/01/2011 through 06/15/2012.

Fiscal Impact Funding resource name (please spell out) Title I _____ not to exceed \$ 26,894.00

- 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 (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 11/01/2011, 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 06/15/2012.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed twenty-six thousand eight hundred ninety-four Dollars (\$26,894.00). 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: none

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:* none which shall not exceed a total cost of \$ 0.00.
- CONTRACTOR Qualifications / Performance of Services.**

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

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

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

Professional Services Contract

OUSD Representative:

Name: Leo Fuchs
Site /Dept.: 113/Learning Without Limits College Preparatory Ele
Address: 2035 40th Ave
Oakland, CA 94601
Phone: (510) 879-1282

CONTRACTOR:

Name: Oakland Schools Foundation
Title: Julie A. Besaha, Director of Finance and Administration
Address: P.O. 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 a 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.

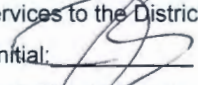
OR

- 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: 11/01/2011 Work shall be completed by: 06/15/2012 Total Fee: \$26,894.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

Date

Date

CONTRACTOR



Contractor Signature

9/30/2011

Date

Oakland Schools Foundation Julie A. Besaha, Director of Finar

Print Name, Title

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 (Oakland, CA), for the latter to provide coaching to build the capacity of teachers and staff of LWL to 1) help students learn to resolve their own conflicts in a timely and peaceful manner, 2) use charts, rhythm and song to support instruction, 3) reach out to parents in order to ensure positive attendance patterns and completion of homework, 4) honor the cultures of all students in the classroom, 5) train and coach teachers and other staff in using procedures to transition students between the classroom to the yard in ways that support a positive climate through the period of 11/01/2011 through 06/15/12 in an amount not to exceed \$26,894.23.

SCOPE OF WORK

Oakland Schools Foundation will provide a maximum of 538.00 hours of services at a rate of \$ 50.00 per hour for a total not to exceed \$26,894.00. Services are anticipated to begin on 11/01/2011 and end on 06/15/2012.

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 School Foundation will provide coaching to build the capacity of teachers and staff to 1) help students learn to resolve their own conflicts in a timely and peaceful manner, 2) use charts, rhythm and song to support instruction, 3) reach out to parents in order to ensure positive attendance patterns and completion of homework, 4) honor the cultures of all students in the classroom, 5) train and coach teachers and other staff in using procedures to transition students between the classroom to the yard in ways that support a positive climate.

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 the services provided by the Oakland Schools Foundation, students will learn to resolve conflicts in a timely and peaceful manner, thereby helping to create a safe, healthy school environment, which encourages positive attendance trends. Additionally, research shows that family engagement supports student success in school and beyond. When families are engaged, students have improved rates of homework completion and quality, better attendance and behavior, greater academic achievement, and increased graduation rates.

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 checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input 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: 1199
- 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.
-



**OAKLAND
SCHOOLS
FOUNDATION**

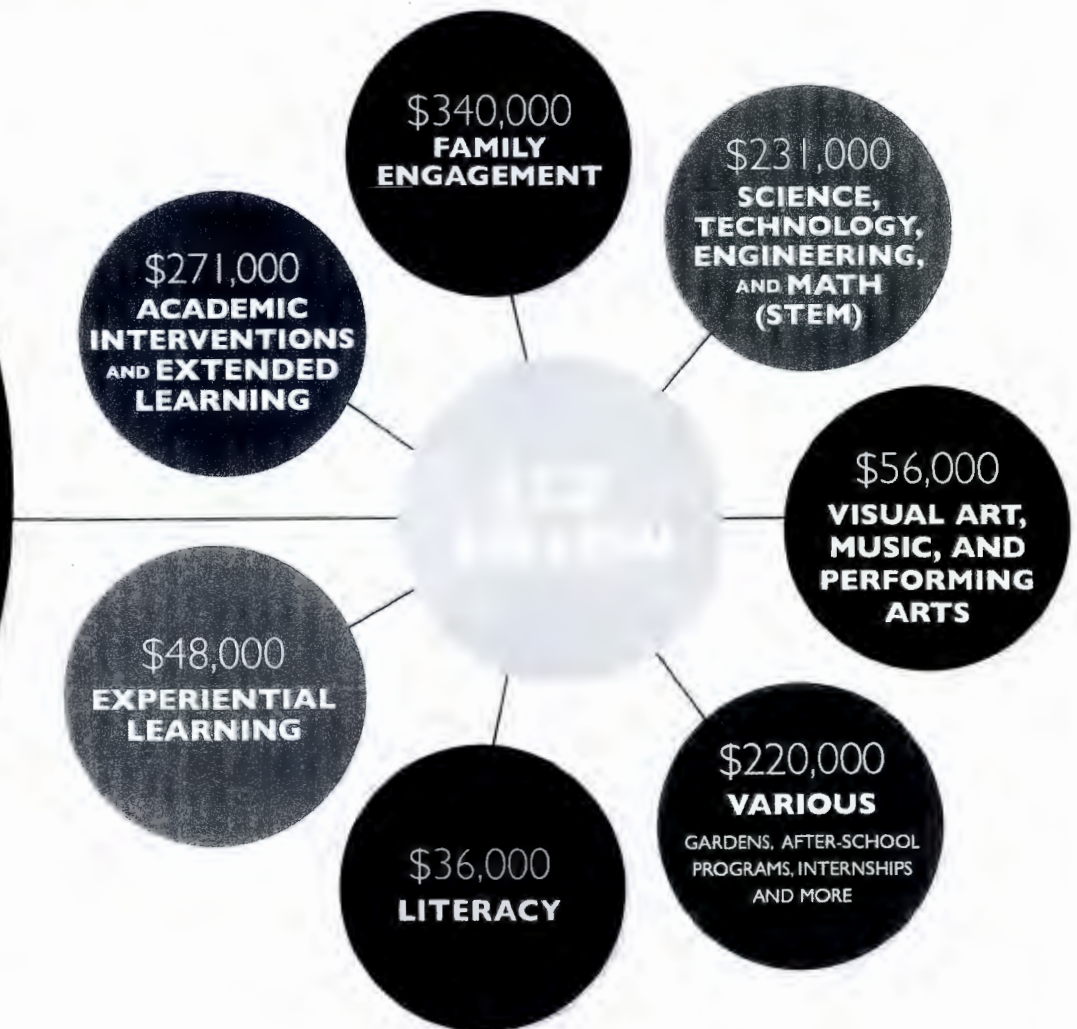
RESULTS AND IMPACT

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 more than **\$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

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

“When I was principal at ACORN Woodland Elementary and showed people our newsletter, they would say, ‘I had no idea these things were happening on your campus!’ OSF’s newsletter writing captures the heart and spirit of its partner schools.”

– Kimi Kean, OUSD Regional Executive Officer and former ACORN Woodland Principal



PROFESSIONAL LEARNING COMMUNITIES

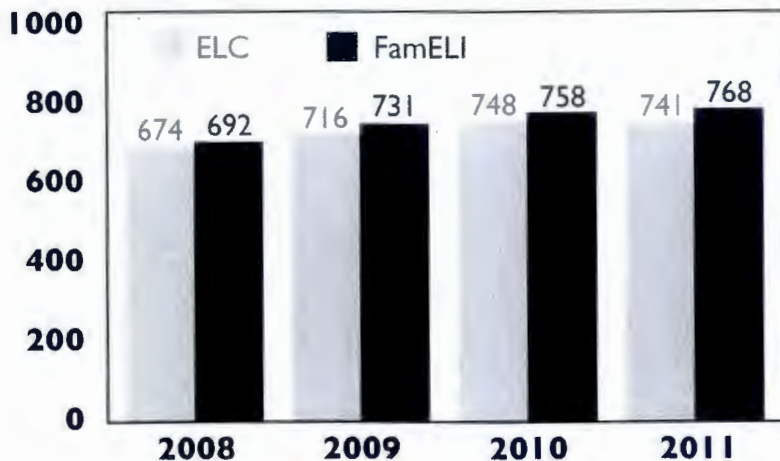


A recent FamELI meeting

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.

**OSF ELC & FamELI Schools:
API Over Time**



► **The Extended Learning Collaborative (ELC)** convenes 12 schools to share ideas and best practices for **targeted academic support**. 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.

“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



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.

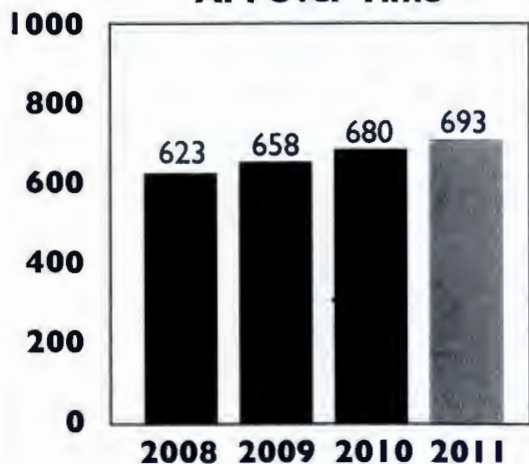
“OSF gives us a flexible way to take in donations from individuals and foundations. At wealthier schools, PTAs play this role, but many Oakland schools don’t have that resource. Through this service, OSF is helping schools like ours level the playing field.”

– Think College Now K-5 Principal Jose Ruben Olivares

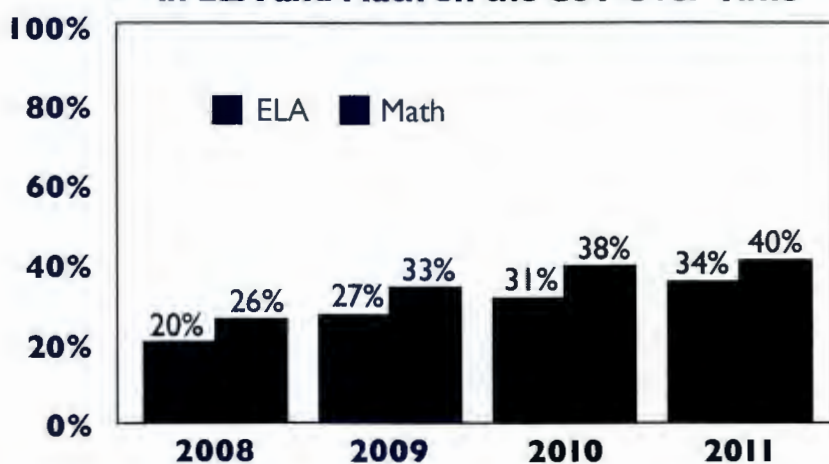
OSF PARTNER SCHOOLS’ ACADEMIC ACHIEVEMENT

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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2011

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 type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> HIRED AUTOS							
<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					\$
		RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	MWC000026101	01/01/2011	01/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E L EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E L DISEASE - EA EMPLOYEE	\$ 1,000,000
		OTHER				E L DISEASE - POLICY LIMIT	\$ 1,000,000


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


SSC
Charter Schools
Enrollments
Principal's
Enrollments
27

Learning Wi...
MJS

10	2011-113-ORG-1198	Organizational Practices	Having a social worker on campus will significantly help to address students socio-emotional needs and will help parents identify resources beyond the school walls to support students and families.	Leo Fuchs	Far Below Basic, Below Basic, and Basic	Use Your Voice Survey	Yes	3010	Title I				0.143	\$14,...
11	2011-113-ORG-1198	Organizational Practices	Having a social worker on campus will significantly help to address students socio-emotional needs and will help parents identify resources beyond the school walls to support students and families.										0	\$0.00
12	2011-113-ORG-1199	Organizational Practices	The Positive Climate Coach builds staff capacity to resolve conflicts peacefully and honor the cultures of all students in the classroom.	Leo Fuchs	Far Below Basic, Below Basic, and Basic	CST	Yes	3010	Title I	5825	CONSULTANTS		0	\$26,894.23
13	2011-113-ORG-1200	Organizational Practices	An Academic Mentor supports student success through direct intervention.	Leo Fuchs	Far Below Basic, Below Basic, and Basic	CST	Yes	3010	Title I	2928	OTHERCLASS SALARIES HOURLY		0	\$9,000.00
14	2011-113-ORG-1201	Organizational Practices	Provide refreshments for parent meetings (such as SSC and ELAC) and parent workshops and trainings.	Leo Fuchs	Far Below Basic, Below Basic, and Basic	Use Your Voice Survey	Yes	9901	Title I - Parent Participation	4311	MEETING REFRESHMENTS		0	\$1,800.00
15	2011-113-ORG-1202	Organizational Practices	Provide supplies for parent meetings (such as SSC and ELAC) and parent workshops and trainings.	Leo Fuchs	Far Below Basic, Below Basic, and Basic	Use Your Voice Survey	Yes	9901	Title I - Parent Participation	4310	SUPPLIES		0	\$474.30
16	2011-113-ORG-1206	Organizational Practices	The Community Assistant Bilingual will help connect Spanish speaking families with the school and identify resources to support Spanish speaking families.	Leo Fuchs	English Learners	Use Your Voice Survey	Yes	7091	EIA - LEP			COMABI999	0.3	\$12,624.54
17	2011-113-ORG-1259	Organizational Practices	Kindergarten teachers and principal work closely with the CDC staff and will conduct Kindergarten parent meetings and tours to introduce potential families to the LWL community and kindergarten curriculum.	Leo Fuchs and Kindergarten Staff	Pre-Kindergarten	Use Your Voice Survey	No						0	\$0.00