

Board Office Use: Legislative File Info.	
File ID Number:	14-1065
Introduction Date:	06/11/2014
Enactment Number:	
Enactment Date:	



Memo

To: Board of Education
From: GARY YEE, EdD, ACTING SUPERINTENDENT
Board Meeting Date: 06/11/2014
Subject: Professional Service Contract
Contractor: Oakland Schools Foundation of Oakland, CA
Services for: 909-PROFESSIONAL DEVELOPMENT

Board Action Requested and Recommendation: Approval by the Board of Education of a Professional Services Contract between the District and Oakland Schools Foundation, Oakland, CA, for the latter to provide: As the Employer of Record for OUSD student interns who receive either stipend pay or hourly wages, the Oakland Schools Foundation will manage the HR process, payroll, and reporting functions for OUSD interns. This includes the intake process of each student's payroll packet, setting up the interns pay schedule, issuing paychecks and stipends, resolving payroll issues, and issuing the student's W-2 in a timely and professional manner. for the period of 05/19/2014 through 06/30/2014 in an amount not to exceed \$230,000.00.

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

As the number of OUSD high school student internships grow to meet the strategic plan goal, the payroll demands grow and become more complicated. OSF will serve as the employer of record for the increasing number of high school student interns working in private industry, community based organizations, and civic offices in and around Oakland.

Discussion:
 (QUANTIFY what is being purchased.)

As the Employer of Record for OUSD student interns who receive either stipend pay or hourly wages, the Oakland Schools Foundation will manage the HR process, payroll, and reporting functions for OUSD interns. This includes the intake process of each student's payroll packet, setting up the interns pay schedule, issuing paychecks and stipends, resolving payroll issues, and issuing the student's W-2 in a timely and professional manner.

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Fiscal Impact: Funding resources below not to exceed \$230,000.00

Attachments: Professional Services Contract including Scope of Work
Waiver Summary
Resume / Statement of Qualifications
EPLS Search Results Page
Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between Oakland Schools Foundation
(CONTRACTOR) and Oakland Unified School District (OUSD). 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" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 05/19/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed two hundred thirty thousand Dollars (\$230,000.00) [per fiscal year], at an hourly billing rate not to exceed NA per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: No Reimbursements.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after 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.

- 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.

5. 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.

- 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. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- 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: GRETCHEN LIVESEY
Site /Dept.: 909-PROFESSIONAL DEVELOPMENT
Address: 2607 Myrtle Street, Room 104
Oakland, CA 94607
Phone: 5102732360

CONTRACTOR:

Name: David Korsak
Title: Officer (Executive)
Address: PO Box 27148
Oakland, CA 94602
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.

8. **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.

9. **Insurance:**

1. 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.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, 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, 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.

13. **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 controlled substances, alcohol or tobacco on these sites.
14. **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.
15. **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.
16. **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.
17. **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.
18. **Conduct of CONTRACTOR:** CONTRACTOR will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 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.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

19. **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.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate 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).
21. **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.
22. **Confidentiality:** 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

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. **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.

- 24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/search.do>)
- 25. **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.
- 26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. **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.
- 28. **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.
- 29. **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.
- 30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD'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.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

President, Board of Education Date _____

Superintendent or Designee

David Korsak 05/19/2014

Contractor eSignature Date _____

Secretary, Board of Education Date _____

David Korsak, Officer (Executive)

Print Name, Title _____

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 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.

Scope of Work is Attached

Oakland School Foundation

Scope of work

As the number of OUSD high school student internships grow to meet the strategic plan goal, the payroll demands grow and become more complicated. OSF will serve as the employer of record for the increasing number of high school student interns working in private industry, community based organizations, and civic offices in and around Oakland. As the Employer of Record for OUSD student interns who receive stipend pay, the Oakland Schools Foundation will manage the payment process, and reporting functions for OUSD interns. This includes the intake process of each student, setting up the interns pay schedule, issuing stipend payments, resolving payment issues, and issuing the student's 1099-MISC in a timely and professional manner.

ContractsOnline: Contract Waiver Summary

Site Number-Name: 909-PROFESSIONAL DEVELOPMENT

Principal / Department Head: GRETCHEN LIVESEY

Contractor Name: David Korsak

Business Name: Oakland Schools Foundation

Contract Type: Standard

Anticipated Start Date: 05/19/2014

Contract End Date: 06/30/2014

Rate Type: FLAT

Contract Amount: \$230,000.00

Applicable Waivers

Approved by Risk Management

Insurance-Reduction Waiver Status: NA

Waiver-Reduction Type: \$1,000,000 Required

Other Reduction Amount: NA

Approval Date:

Approved by Deputy Superintendent

Billing Waiver Status: Approved

Approval Date: 05/15/2014

Fingerprint Waiver Status: Approved

Approval Date: 05/15/2014

TB Test Waiver Status: Approved

Approval Date: 05/15/2014

2011 - 2012



ANNUAL REPORT



OAKLAND
SCHOOLS
FOUNDATION

www.oaklandschoolsfoundation.org

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.

I 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.



Students at PLACE @ Prescott

“What OSF is doing for schools in the area of resource development, plus their flexibility and responsiveness 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

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

MIDDLE SCHOOLS

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

- 80% eligible for free or reduced-price lunch
- 96% students of color
- 60% English Language Learners



Students at Castlemont High School

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.

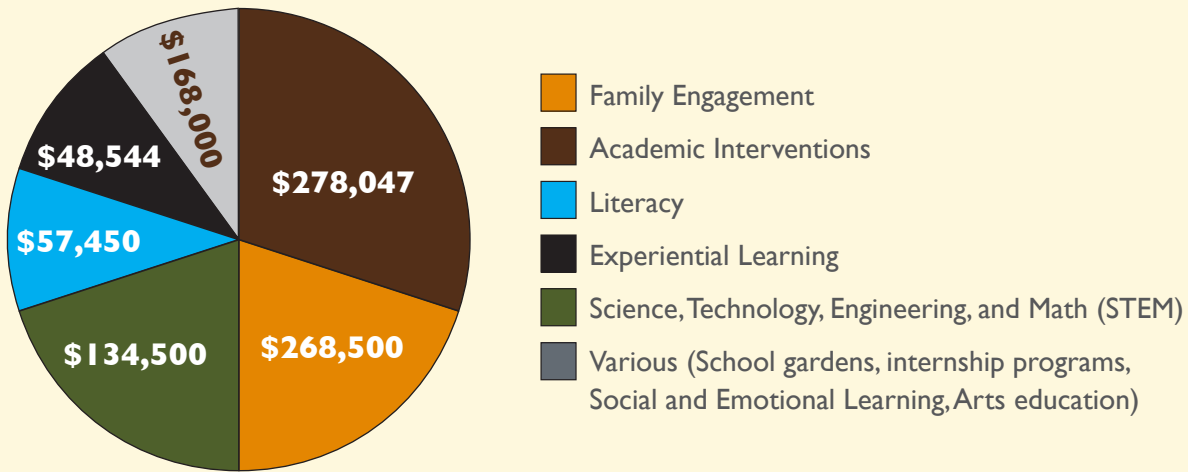
DISTRICT AND CITY-WIDE SERVICES

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

RESULTS AND IMPACT

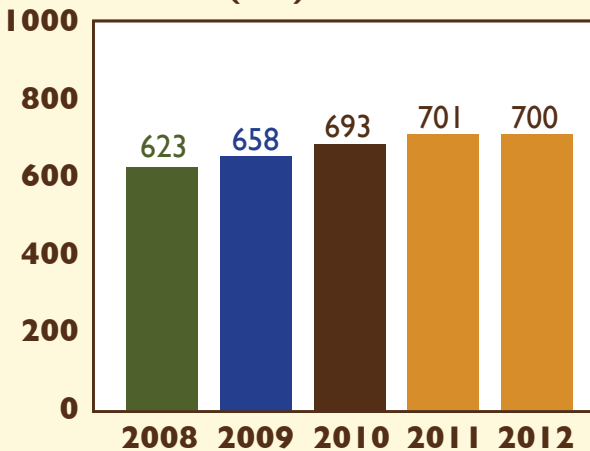
OSF GRANTS FUNDING FOR SCHOOLS

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.

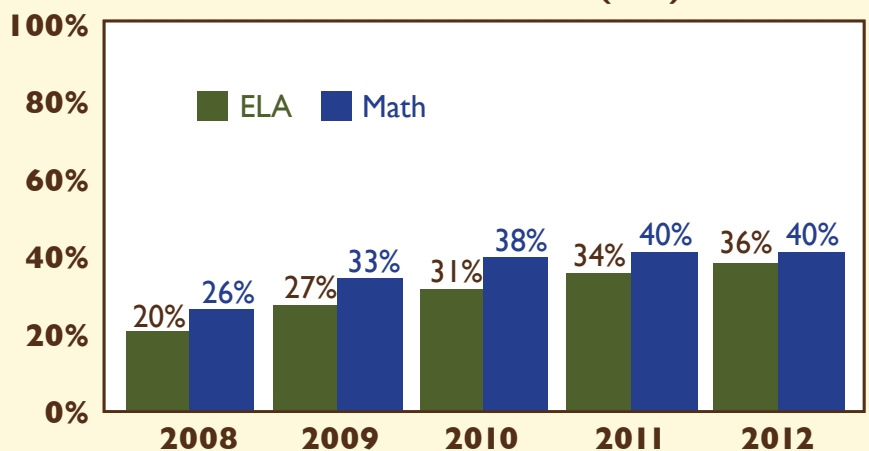


OSF gets a four-to-one return on investment: for every dollar schools invest in OSF, we generate at least four dollars for school programs.

OSF PARTNER SCHOOLS: Academic Performance Index (API) Over time



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



STATEMENT OF FINANCIAL POSITION

As of June 30, 2012

ASSETS

Total Current Assets	\$2,105,243
Other Assets	\$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**



Student at Frick Middle School

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
Management and general	\$227,932
Fundraising	\$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**

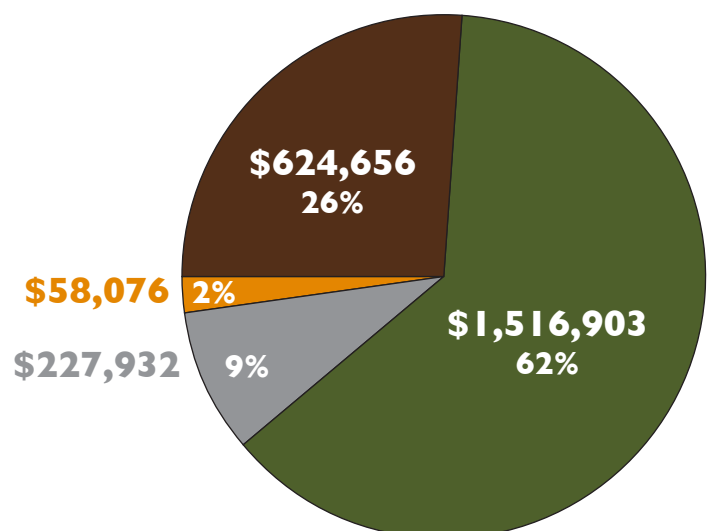
88% of OSF's operating costs go directly to school service.

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

BREAKDOWN OF EXPENSES

Year Ended June 30, 2012

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



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 and Chuck Tope and 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
Jonathan 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 and Samantha Block and Nobles-Block
Kevin and Patricia Bohm
Mark Borsuk

Douglas & Amy 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 and Susan Vance and Zimmerman

\$100 to \$249

Tarliena Aamir-Balinton
Joseph & Sharon Barrington
Ophelia Basgal and Gary Fitschen
Rachel Benham
Cassandra Benjamin
Amanda Brown-Stevens
Michael Chen
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Jonathan and Amanda Klein
Raleigh Klein
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William Lester Jr.
Mike McDermott
Ann Miller and Chuck Raben
Lester Olmstead-Rose
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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
Jan Grygier
Tamara Henry
Anthony King
Jane 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 Strohlic Abelon
Tim Sullivan
Crystal Ulrich
Julianne Vaccaro
Amber Valdez
Dorothy Vance
Madeline Venable
Eva Vincent
Jørgen "Yogi" Vindum
Faye White
Kathryne Young

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Executive Director

Amber Valdez
Associate Director

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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
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Special Programs Assistant

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AISI dba Pan American Insurance Agency, Inc. CA License # 0F89850 2800 W March Lane, Ste 420 Stockton CA 95219	CONTACT NAME: Jane Blacow	
	PHONE (A/C No. Ext.): (209) 955-2600	FAX (A/C No.): (209) 474-0697
E-MAIL ADDRESS: janeblacow@paula.com		
INSURED Oakland Schools Foundation P O Box 27148 Oakland CA 94602		INSURER(S) AFFORDING COVERAGE INSURER A: ALLIANCE FOR NONPROFITS INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2013-14Liab **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		201316926NPO	9/15/2013	9/15/2014	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			201316926NPO	9/15/2013	9/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is named as Additional Insurance as respect's insured's operations.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District 1025 Second Avenue Oakland, CA 94606	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Bob Underwood/JANE
----------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

† POLICY NUMBER: 201316926NPO
COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

**ADDITIONAL INSURED-DESIGNATED PERSON
OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: **Oakland Unified School District**

(If no entry appears above, information required to complete this endorsement will be shown in the
Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization
shown in the Schedule as an insured but only with respect to liability arising out of your operations or
premises owned by or rented to you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AISI dba Pan American Insurance Agency, Inc. CA License # 0F89850 2800 W March Lane, Ste 420 Stockton CA 95219	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Jane Blacow</td> </tr> <tr> <td>PHONE (A/C No. Ext): (209)955-2600</td> <td>FAX (A/C No): (209)474-0697</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: janeblacow@paula.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A: New York Marine and General</td> </tr> <tr> <td colspan="2">INSURER B :</td> </tr> <tr> <td colspan="2">INSURER C :</td> </tr> <tr> <td colspan="2">INSURER D :</td> </tr> <tr> <td colspan="2">INSURER E :</td> </tr> <tr> <td colspan="2">INSURER F :</td> </tr> <tr> <td colspan="2" style="text-align: right;">NAIC #</td> </tr> </table>	CONTACT NAME: Jane Blacow		PHONE (A/C No. Ext): (209)955-2600	FAX (A/C No): (209)474-0697	E-MAIL ADDRESS: janeblacow@paula.com		INSURER(S) AFFORDING COVERAGE		INSURER A: New York Marine and General		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :		NAIC #	
CONTACT NAME: Jane Blacow																							
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INSURER E :																							
INSURER F :																							
NAIC #																							
INSURED Oakland Schools Foundation P O Box 27148 Oakland CA 94602																							

COVERAGES	CERTIFICATE NUMBER: WC2014-15	REVISION NUMBER:
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THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
<input type="checkbox"/>	COMMERCIAL GENERAL LIABILITY						
<input type="checkbox"/>	CLAIMS-MADE	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
<input type="checkbox"/>	POLICY	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/>	ANY AUTO						
<input type="checkbox"/>	ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	SCHEDULED AUTOS						
<input type="checkbox"/>	NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$
<input type="checkbox"/>	DED						\$
<input type="checkbox"/>	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>				
	If yes, describe under DESCRIPTION OF OPERATIONS below						
		N/A		WC201400004600	1/1/2014	1/1/2015	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Oakland Unified School District Attn: Risk Management 900 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Bob Underwood/JANE
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