

Board Office Use: Legislative File Info.	
File ID Number:	13-2918
Introduction Date:	01/15/2014
Enactment Number:	
Enactment Date:	



Memo

To: Board of Education

From: GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent

Board Meeting Date: 01/15/2014

Subject: Professional Service Contract

Contractor: Fenton Communications, Inc. of San Francisco, CA

Services for: 922-COMPLEMENTARY LEARNING

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Fenton Communications, Inc., San Francisco, CA, for the latter to provide: Create support among other administrators and staff within the Oakland Unified School District to adopt your school discipline models among schools across the district; develop a recommended set of tools and “how to guides” that provides interested practitioners with instructions on how to implement the model; generate awareness and visibility about the model within the education field on a statewide and national scale; develop messaging and a narrative about your model programs that will resonate among target audiences; identify a tactical approach for how to best share information about the model with target audiences; and utilize the model to help re-define school defiance and restorative justice policies. for the period of 10/23/2013 through 06/30/2014 in an amount not to exceed \$50,000.00.

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

Fenton Communications, Inc. will assist to articulate the OUSD groundbreaking work around school discipline reform and Black male student achievement. With your recent achievement of becoming the most improved urban school district in the State of California, the time is ripe to start promoting and sharing your progress. We believe Fenton is the right partner for OUSD because of our broad expertise in messaging, communications and public relations as well as our growing portfolio of work on issues impacting boys and young men of color. There will be two initial phases: Discovery, and Communications Planning. The focus of this work will be to develop a recommended communications “road map” that lays out a strategic approach to achieve the above stated goals. Implementation and Materials Production will take place in subsequent phases following the completion of the communications plan.

Discussion:
(QUANTIFY what is being purchased.)

Create support among other administrators and staff within the Oakland Unified School District to adopt your school discipline models among schools across the district; develop a recommended set of tools and “how to guides” that provides interested practitioners with instructions on how to implement the model; generate awareness and visibility about the model within the education field on a statewide and national scale; develop messaging and a narrative about your model programs that will resonate among target audiences; identify a tactical approach for how to best share information about the model with target audiences; and utilize the model to help re-define school defiance and restorative justice policies.

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Fiscal Impact: Funding resources below not to exceed \$50,000.00

\$50,000.00 ATLANTIC PHIL. AAMA

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 Fenton Communications, Inc.
(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 10/23/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, 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 Fifty Thousand Dollars (\$50,000.00) [per fiscal year], at an hourly billing rate not to exceed _____ 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.
- 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:

OUSD Representative:

Name: CURTISS SARIKEY
Site /Dept.: 922-COMPLEMENTARY LEARNING
Address: 746 Grand Avenue
Oakland, CA 94610
Phone: 510-273-1575

CONTRACTOR:

Name: Elizabeth Brooks
Title: Officer (Business)
Address: 182 Second Street, Suite 400
San Francisco, CA 94105
Phone: 415-901-0111

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/eplis/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

MARIA SANTOS

 President, Board of Education
 Superintendent or Designee

12/13/2013

Date

Secretary, Board of Education

Date

CONTRACTOR

Elizabeth Brooks

Contractor eSignature
12/13/2013

Date

Elizabeth Brooks, Officer (Business)

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

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.

Consultant will help improve and create both internal and external communications materials to showcase OUSD's key strategies and practices in improving school culture/climate and eliminating disproportionality in discipline. They will help us develop materials to showcase how these strategies fit into our overall work to become a Full Service Community District, and make this information accessible to a wide audience, including OUSD employees, the larger Oakland community, and national audiences that may be interested in our work.

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 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 checked="" type="checkbox"/> Full service community district |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP:** (no additional documentation required)

– Item Number(s): Not Applicable

 No Restricted Funds

- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP 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 CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.

A PROPOSAL FOR THE OAKLAND UNIFIED SCHOOL DISTRICT

Thank you for considering Fenton as your partner. We would welcome the opportunity to work with you to articulate the Oakland Unified School District's (OUSD) groundbreaking work around school discipline reform and Black male student achievement. With your recent achievement of becoming the most improved urban school district in the State of California, the time is ripe to start promoting and sharing your progress. We believe Fenton is the right partner for OUSD because of our broad expertise in messaging, communications and public relations as well as our growing portfolio of work on issues impacting boys and young men of color.

We look forward to further discussion with you.

Paul Hernandez & Meredith Fenton

SCOPE OF WORK

Based on our recent discussion, we understand your primary communications need is to develop and implement a strategic communications plan that provides a road-map to help you achieve the following goals and objectives:

- (1) Create support among other administrators and staff within the Oakland Unified School District to adopt your school discipline models among schools across the district;
- (2) Develop a recommended set of tools and “how to guides” that provides interested practitioners with instructions on how to implement the model;
- (3) Generate awareness and visibility about the model within the education field on a statewide and national scale;
- (4) Develop messaging and a narrative about your model programs that will resonate among target audiences;
- (5) Identify a tactical approach for how to best share information about the model with target audiences; and
- (6) Utilize the model to help re-define school defiance and restorative justice policies.

Based on your communications needs, we propose starting with two initial phases: Discovery, and Communications Planning. The focus of this work will be to develop a recommended communications “road map” that lays out a strategic approach to achieve the above stated goals. Implementation and Materials Production will take place in subsequent phases following the completion of the communications plan.

PHASE 1: Discovery

The discovery phase gives us a chance to examine and evaluate the best messages, messengers, materials and strategies to sustain community engagement and raise the visibility of your programs and school discipline reform efforts. This phase plays two important roles; it gives us insights about the audiences and the issues they care about, and it allows us to involve a wide range of key stakeholders whose involvement and ownership of the final recommendations are essential to future success.

Our research will draw from the following tactics:

- Kickoff meeting with your project team
- Review of existing collateral, planning documents and other relevant materials
- Review of information on other school discipline and related models
- Media audit to understand how the issue is being framed broadly

PHASE 2: Communications Planning

Once we have completed the discovery phase, we will turn our efforts to the development of a robust communications, marketing and public relations plan designed to help OUSD publicize its efforts with target audiences. Specifically, we anticipate our communications plan would incorporate the following elements:

- **Refine communications goals and target audiences.** Fenton will work with you to articulate specific goals that can be accomplished in the short and long term. We also will jointly identify who are your target audiences, what action we want them to take, how to best engage and involve them, and clear indicators of how those audiences will help you accomplish your goals.
- **Message and narrative development.** We will work with you to flesh out a top-line narrative that describes your model to be used for both internal and external stakeholders, and that clearly and compellingly describes what value it brings to the school environment. We know it is particularly important to have messaging that works for your all of core audiences.
- **Communications tools and tactics.** We will work together to assess and identify the right set of communications tools and informational materials (powerpoint presentations, brochures, video, etc.) that can be used to effectively reach your primary audiences. The plan will also include recommendations and a sequence of activities to best engage teachers and school personnel that can help build support and take the school discipline model to scale.
- **Communications capacity analysis.** Fenton will identify the core capabilities and capacity of your staff and leadership so it's clear what internal resources are available to implement the plan. We will also flag areas where greater internal infrastructure, staffing, and investment can lead to more optimal results.
- **Timeline.** The plan will detail when strategies and tactics should take place, the sequence, and how they relate to one another.

The deliverables from this phase of work is a deck of slides outlining our findings and recommendations and a document outlining the goals and recommended strategies for a 1-2 year communications plan.

TIMELINE

We understand that you've received a two-year grant to fund communications efforts that publicize your model and successes. We propose an initial contract timeline that runs through March 2014. As we work together, we will evaluate our work to-date, and determine how to maintain the partnership for a "Phase Two" contract that focuses on implementation of the plan and production of outreach materials.

TIMELINE	Discovery	Communications Plan
November 2013	<ul style="list-style-type: none"> - Kickoff meeting - Research commences - Stakeholder interviews - Media audit 	
December 2013- January 2014	<ul style="list-style-type: none"> - Review of existing materials - Collection of publicity opportunities 	<ul style="list-style-type: none"> - Develop communications plan - Develop message guide - Workshop to present research, plan and guide
February- March 2014		<ul style="list-style-type: none"> - Develop campaign to engage teachers and school personnel - Staff training on message guide

BUDGET

In this table, we give a snapshot of the proposed budget for this partnership. We can expand or condense the budget as needed by increasing or decreasing the amount of research we conduct, limiting the hours allocated for ongoing coaching and support, and by shifting the range and amount of materials produced during the life of the contract.

Discovery	Communications Plan	Other + Expenses	Total
\$18,000	\$27,000	\$5,000	\$50,000
<ul style="list-style-type: none"> - Kickoff meeting - Research 	<ul style="list-style-type: none"> - Development of communications plan - Development of message guide - Workshop to present research, plan and guide - Design of a campaign to engage teachers and school personnel 	Account management, ongoing client communications, and administrative expenses including photocopying, phone, travel to meetings, use of media and research databases, as well as admin surcharges.	

STAFFING

When you partner with Fenton, you gain access to more than 70 communications experts throughout our five core offices. In addition, you will be paired with a core team as your key partners during the contract. For this project, your core team members would include:

Paul Hernandez, Vice President

Paul has a 15-year history in public policy, government relations and strategic communications, including on public safety and violence prevention. He has a broad network of relationships with state legislators, city and county policymakers, opinion and community leaders, along with nonprofit and advocacy groups throughout California. Paul leads Fenton's Los Angeles office, and has worked extensively on issues related to juvenile justice. He is serving as a lead communications strategist to support The California Endowment's Boys and Young Men of Color initiative, and is developing a "roadmap" that helps the California Wellness Foundation articulate a comprehensive approach to prevent youth violence. Prior to Fenton, Paul was managing director for SNR-Denton, where he helped the Inland Empire Violence Prevention Coalition in its efforts to reduce juvenile violence. As a former legislative deputy for Supervisor Gloria Molina, Paul was the point person on all countywide public safety policy issues, working directly with the Sheriff's and Probation Departments. Paul also spent eight years with The California Endowment, where he managed all public affairs, government relations and strategic communications and served as a liaison to state legislative offices and city and county officials.

Meredith Fenton, Account Director

Meredith has over 15 years of program, communications and media experience in organizations working for the social good. With Fenton she helps lead our work with the Forward Promise initiative of the Robert Wood Johnson Foundation, a \$9.5 million investment in programs that promotes health and opportunity for boys and young men of color. Meredith also supports organizations' communications, messaging, branding, and training needs with a special focus on social change to win racial justice and LGBTQ equality. She previously served as the Director of Communication Strategies for the Oakland-based Ella Baker Center for Human Rights as well as the National Program Director of COLAGE.

Leslie Lipsick, Senior Account Executive

In her three years at Fenton, Leslie has worked extensively on education issues, including linked learning, health workforce training, and school discipline. As part of the team supporting The California Endowment's work with the California Assembly's Select Committee on the Status of Boys and Men of Color, Leslie landed positively framed news stories about the need to remove barriers to success for young men of color in outlets such as the Associated Press, San Francisco Chronicle, EdSource, and the Oakland Tribune. As part of messaging work funded by the Robert Wood Johnson Foundation, Leslie helped conduct in-depth research on the framing of school discipline issues in media and advocacy campaigns in several states.

Zakiya Scott, Account Coordinator

Zakiya is a graduate of the University of North Carolina, Chapel Hill who now resides in Oakland, CA. She's served as a journalist with outlets including the Durham Voice, Carolina Connections, and Reese News. Zakiya also worked with the Ella Baker Center for Human Rights completing an internship on social media, outreach, and community organizing.

THANK YOU

Thank you again for the opportunity to work with you. If you have any questions about the proposal, please call us at 415-901-0111, or e-mail us at pfernandez@fenton.com or mfenton@fenton.com

ContractsOnline: Contract Waiver Summary

Site Number-Name: 922-COMPLEMENTARY LEARNING

Principal / Department Head: CURTISS SARIKEY

Contractor Name: Elizabeth Brooks

Business Name: Fenton Communications, Inc.

Contract Type: Standard

Anticipated Start Date: 10/23/2013

Contract End Date: 06/30/2014

Rate Type: FLAT

Contract Amount: \$50,000.00

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: 12/13/2013

Fingerprint Waiver Status: Approved

Approval Date: 12/13/2013

TB Test Waiver Status: Approved

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Fenton Communications, Inc.
San Francisco, CA

why fenton?

For the past 31 years, Fenton has helped moved the needle on some of the defining change movements of our time, from ending apartheid and curbing global warming to protecting people from harmful toxins. Fenton is a social change communications agency that uses the power of stories, media and technology to make the world a better place.

At Fenton, we only represent causes and clients we believe in. We embrace the causes we work for, or we don't work for them. That means we are personally invested in your success. Our clients are nonprofits, foundations and companies pioneering true progressive impact. Our campaigns change behavior, advance policy, build communities and transform thinking. Using a range of communications tools—public relations, advertising, social media, video, design, research and everything in between—we build campaigns that create lasting change. Fenton's approach is integrated. Driven by goals rather than tactics, we deploy all contemporary communications methods and technologies to create social change campaigns that win.

We know your issues – Fenton is a leader in using strategic communications to promote advances in education and the interests of young people of color. Our clients have included Communities for Excellent Public Schools, Playworks, Reading Partners, The Young Men's Initiative, First Place for Youth, First 5 LA, and Team Up for Youth. Our recent work to improve the health and success of young men of color is rooted in our partnerships with The California Endowment (TCE) and The Robert Wood Johnson Foundation (RWJF). With both of these partnerships Fenton has worked deeply on school discipline reform and with programs aiming to improve the educational opportunities afforded students of color.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/9/2013

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 Leslie Crockett	CONTACT NAME: Sandra Dover
Potomac Basin Group Associates, LLC 4740 Corridor Place, Suite B Beltsville MD 20705	PHONE (A/C No. Ext): (800)311-1031
	FAX (A/C No): (301)937-7892
	E-MAIL ADDRESS: sandra.dover@potomacbasin.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A Assurance Company of America NAIC # 19305
	INSURER B Northern Insurance Co. of NY NAIC # 19372
	INSURER C Philadelphia Insurance Co NAIC # 23850
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: **CL1392408116** 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			PPS004869857	9/1/2013	9/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ Included
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			PPS004869857	9/1/2013	9/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			PPS004869857	9/1/2013	9/1/2014	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> CLAIMS-MADE					\$
	<input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC004243780	9/1/2013	9/1/2014	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			PHSD872919	8/27/2013	8/27/2014	Prof Liab SIR: \$50K / PL LIMIT: \$3,000,000

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

It understood and agreed that the certificate holder is hereby added as an Additional Insured as respects work done on their behalf by the Named Insured, ATIMA.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
Attn-Riks Management
900 High Street
Oakland, CA 94601

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

L Crockett (old)/MJD 