

Board Office Use: Legislative File Info.	
File ID Number	13-1092
Introduction Date	5/22/13
Enactment Number	13-0897
Enactment Date	5/22/13



# 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 -  
 \_\_\_\_\_ CA (contractor, City State)  
 \_\_\_\_\_ (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and Urban Strategies Council. Services to be primarily provided to Research, Assessment and Data for the period of 06/01/2013 through 06/30/2013.

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

In June of 2012, the OUSD Board of Education entered into a voluntary resolution plan (VRP) with the US Department of Education's Office of Civil Rights through which the district agreed to undertake a series of actions designed to reduce or eliminate the disproportionate discipline of African American Students. On page 3 of the VRP, Urban Strategies Council is identified among organizations that the district will continue to consult with experts in data analysis and research-based strategies to prevent the discrimination against African American Students with respect to the use of school discipline.

Discussion  
 One paragraph summary of the scope of work.

Provide consultative services to the district on Strategies for implementing the plan; regularly attend meetings of the Discipline Review Committee; observe and offer advice regarding planning and implementation; attend selected meetings convened by OUSD's Lead Project Manager, the VRP Team or school sites to observe the process and offer feedback; Advise, assist and review for OUSD staff developing referral forms, classroom suspension forms and other discipline documentation tools as well as methods for aggregating, analyzing and using the data derived from new record keeping tools; provide advice and assistance as requested to the Lead Project Manager appointed by OUSD

Recommendation Approval of professional services contract between Oakland Unified School District and Urban Strategies Council. Services to be primarily provided to Research, Assessment and Data for the period of 06/01/2013 through 06/30/2013.

Fiscal Impact Funding resource name (please spell out) KELLOGG  
 \_\_\_\_\_ not to exceed \$27,040.00

- 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 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Urban Strategies Council (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:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 06/01/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed twenty-seven and forty Dollars (\$27,040.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: \_\_\_\_\_

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

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

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  - Individual consultants:
    - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
    - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
    - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
  - Agencies or organizations:
    - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* \_\_\_\_\_ which shall not exceed a total cost of \$ \_\_\_\_\_.

### 6. CONTRACTOR Qualifications / Performance of Services.

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

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

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

Professional Services Contract  
**OUSD Representative:**

Name: Jean Wing  
Site /Dept.: Research, Assessment and Data  
Address: 1011 Union Street, Annex Building  
Oakland, CA 94607  
Phone: (510) 451-4164

**CONTRACTOR:**

Name: Urban Strategies Council/Mr. Williams  
Title: Chief Executive Officer  
Address: 1720 Broadway, 2nd Floor  
Oakland CA 94612  
Phone: (510) 893-2404

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.

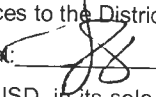
**OR**

- 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.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/search.do>)

Summary of terms and compensation:

Anticipated start date: 06/01/2013 Work shall be completed by: 06/30/2013 Total Fee: \$ 27,040.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

CONTRACTOR

5/23/13  
Date

[Signature]  
Contractor Signature

4/23/13  
Date

5/23/13  
Date

Urban Strategies Council/Mr. Will Chief Executive Officer  
Print Name, Title

JUNIOUS WILLIAMS, CEO

### 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.

Provide consultative services to the district on Strategies for implementing the plan; regularly attend meetings of the Discipline Review Committee: observe and offer advice regarding planning and implementation; attend selected meetings convened by OUSD's Lead Project Manager, the VRP Team or school sites to observe the process and offer feedback; Advise, assist and review for OUSD staff developing referral forms, classroom suspension forms and other discipline documentation tools as well as methods for aggregating, analyzing and using the data derived from new record keeping tools; provide advice and assistance as requested to the Lead Project Manager appointed by OUSD

#### SCOPE OF WORK

Urban Strategies Council will provide a maximum of 160.00 hours of services at a rate of \$ 169.00 per hour for a total not to exceed \$27,040.00. Services are anticipated to begin on 06/01/2013 and end on 06/30/2013.

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.

Provide consultative services to the district on Strategies for implementing the plan; regularly attend meetings of the Discipline Review Committee: observe and offer advice regarding planning and implementation; attend selected meetings convened by OUSD's Lead Project Manager, the VRP Team or school sites to observe the process and offer feedback; Advise, assist and review for OUSD staff developing referral forms, classroom suspension forms, and other discipline documentation tools as well as methods for aggregating, analyzing and using the data derived from new record keeping tools; provide advice and assistance as requested to the Lead Project Manager appointed by OUSD

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.

Provide observational notes and recommendations from attending the Discipline Review Committee and other VRP related meetings, written feedback to Lead Project Manager and the Discipline Review Committee on plans and tools for VRP implementation, recommendations and sample data aggregation and analyses of the new data being collected under the VRP

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 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 Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: \_\_\_\_\_
  - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
    1. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
    2. Meeting announcement for meeting in which the SPSA modification was approved.
    3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
    4. Sign-in sheet for meeting in which the SPSA modification was approved.
-



# Urban Strategies Council Program Overview

## October 2012

Urban Strategies Council (the Council) is a social impact organization using tools of research, policy, collaboration, innovation and advocacy to achieve equity and social justice. Located in Oakland, California and founded in 1987, the Council's mission is to eliminate persistent poverty by working with partners to transform low-income neighborhoods into vibrant, healthy communities. The Council works locally and regionally to provide research, data and policy analysis, strategic planning, program development, capacity building and advocacy in service of low-income communities. The Council maintains three operating programs: **economic opportunity** (affordable housing, income and asset development, workforce and economic development, community wealth and ownership, and community benefits); **community safety and justice** (prison reentry, violence prevention and community policing); and **education excellence** (full service community schools, African-American male achievement, public school strategic planning, community engagement and after school programs). We also conduct two support program including **research and technology** (data warehousing, online GIS/mapping, research and evaluation analysis to support community change, access to technology); and **community capacity building** (tools, program development, training and consulting services for community building initiatives including Oakland Boys and Men of Color, Ashland Youth Center program planning and College of Alameda Urban Leadership Development Program). [www.urbanstrategies.org](http://www.urbanstrategies.org).

**Our Theory of Action** centers on **economic opportunity**. In order for people to move out of poverty, they must have access to quality, sustainable wage employment. With the potential to create employment and affordable housing, economic development is the engine for economic opportunity. To capture the economic opportunities created by economic development, we need **education excellence**—a world class education system with high student achievement leading to enhanced opportunities for work, and higher education and adult education that provides basic and vocational skills for people who have either not been successful in the K-12 education system or who are non-English speakers. Both residents and investors need **community safety**—safe neighborhoods in which to live, work, learn, invest and grow. **Data and information** are indispensable tools for the residents and policy makers to understand conditions, track results and make effective decisions. **Community capacity building** assists all stakeholders in developing the skills and capacities to work together in planning and implementing activities that build vibrant healthy communities that support families and children in moving out of poverty.

**The Economic Opportunity Program** supports efforts of low-income residents and community-based organizations to increase economic opportunity for their families and communities by focusing on equitable economic development, affordable housing, income and asset development and workforce development.

- **Affordable Housing Project:** With community partners, the Council created the Oakland Community Land Trust (OakCLT) and is working to stabilize Oakland neighborhoods by providing permanently affordable homeownership opportunities through the rehabilitation of vacant, foreclosed homes. OakCLT was awarded \$5.025 million in Neighborhood Stabilization Program funds from the City of Oakland. The Council is also working with stakeholders in Richmond to develop a community land trust. The Council's future work focuses on affordable housing policies and continuing to develop tools to prevent and mitigate the impact of foreclosures on homeowners and neighborhoods.
- **Income and Asset Development Project:** In 2007 the Council co-founded and currently staffs the Alameda County Community Asset Network (AC CAN), a coalition of over 30 organizations committed to increasing the income and assets of Alameda County residents. Members include service providers, advocates, community-based organizations, public agencies, non-profit financial institutions` and base-building groups. The Council's future work focuses on employer-based asset building strategies, increasing enrollment in public benefits programs, the health-wealth connection and the development of low-cost alternative financial products.
- **Emerald Cities Collaborative**  
The Council was selected as the convener of the Oakland Emerald Cities Collaborative, the local affiliate of a national campaign to leverage large scale energy retrofit efforts into new partnerships between labor, community groups, government and the private sector to create high quality jobs, career paths and business opportunities for those facing barriers to employment. In the coming year the Council will work with partners in labor, government, and community based organizations to launch projects which realize the goals of energy efficiency and training and placement into high quality, career jobs for residents of low-income communities.





# Urban Strategies Council Program Overview

October 2012

**The Community Safety & Justice Program** works to improve public safety by breaking the cycle of crime and incarceration in low-income communities with a focus on reentry from incarceration, violence prevention, and community policing.

- **Reentry Project:** The Council co-founded and staffs the Alameda Reentry Network, a coalition of non-profit providers, local government, corrections agencies and law enforcement, which plan and coordinate reentry efforts in the county. Recently, the Council launched the Alameda County Reentry Resource Directory, an online service directory containing over 400 organizations offering services for formerly incarcerated people. The Council is also working with stakeholders in Contra Costa County to develop a countywide network. Future work includes: continuing work on transitional employment programs for the reentry population, expanding pre-release services at Santa Rita Jail, increasing the supply of reentry housing in Oakland, and the development of a countywide juvenile reentry plan.
- **Violence Prevention Project:** The Council currently serves as program manager for the Alameda County Violence Prevention Initiative (VPI), a place-based approach to reduce violence among youth and formerly incarcerated people in six target neighborhoods across Alameda County. The VPI engages residents, county and city agencies, and faith/community-based organizations in implementing collaborative strategies and programs for preventing and reducing violence.
- **Community Policing Project:** The Council works with the Oakland Police Department (OPD) Area 3 Commander and Council Member Desley Brooks on a pilot project to increase the use of crime report data by the OPD and the Neighborhood Crime Prevention Councils (NCPCs). The first phase of the project has concentrated on developing systems for analyzing crime data and mapping crime patterns for use by OPD. The next phase will extend these data tools for use by the NCPCs.

**The Education Excellence Program** works to reduce intergenerational poverty by increasing educational achievement. We focus on parent and community engagement, universal afterschool and education research to support action.

- **Full Service Community Schools**

The Council views effective public education and educational reform as important long-term strategies for breaking the cycle of poverty. We see schools as crucial institutions in communities and believe that increasing the engagement, collaboration and decision-making authority of stakeholders at the school site level will lead to improved academic achievement for students, greater opportunities for positive youth development, and better outcomes for communities. During the 2010-11 school year, we facilitated the task force that created the foundation for Oakland Unified School District's recently adopted five-year plan to convert all of its schools to full service community schools. This strategy creates partnerships that bring community resources (health & wellness services, parent & student engagement, family support services, after school programs) to every site, and calls for collaborative, results-driven decision-making at the site and district levels. The aim of full service community schools (FSCS) is ensuring a high quality instructional core; social, emotional and physical health; and equitable opportunities for learning. While supporting Oakland Unified during the transition to FSCS, we are also exploring the opportunity to collaborate with Alameda County Health Care Services on an initiative to facilitate the exploration, adoption and implementation of FSCS principles by other interested schools and districts in Alameda County.

- **Academic Achievement Project:** The Council is facilitating the Oakland Unified School District's strategic planning process with the Superintendent and the Board of Education to develop a five-year strategic plan. Key components of the plan include strategies for increasing academic achievement through quality instruction and creating a full-service Community School district where schools and communities connect to ensure that children and families have access to the services needed to support academic achievement of students. In the future the Council will work with the district and community to implement the strategic plan.
- **Out-of-School Learning Project:** The Council is a founding member and staffs the Oakland Community After School Alliance (OCASA). Through the efforts of OCASA and others, 17,600 OUSD students now participate in school-based after school programs. The work ahead includes facilitating the OUSD-OCASA Afterschool Sustainability Initiative designed to identify and implement strategies to improve the quality of afterschool programs and their sustainability.



# Urban Strategies Council Program Overview

October 2012

**The Research & Technology Program** supports the work of all of the Council's programs, our partners and the community at-large. The Council's work focuses on "democratizing" data by using technology tools and the web to make data more readily available for use in planning and decision making, and increasing access to information technologies among residents and CBOs in low-income communities. The Council offers customized research, data analysis, mapping, GIS services and program evaluation, as well as training in these areas.

- **Online Data Warehouse Project:** Since 2002, the Council has developed two versions of an online data warehouse and mapping service which permit the public to access administrative data, obtain summaries of the data and map the data. Our first generation tool, InfoOakland, focused on the city; our second generation tool, InfoAlameda expanded to the county level. We are also partnering with HealthyCity.org to support their new, statewide data warehouse and mapping service. We are currently developing the third generation of InfoAlameda, which will include additional datasets and an array of features to give users more tools to use data to support their work.
- **Data Training Project:** The Council regularly provides training to community partners and public agencies in research and mapping. In addition to conducting training on our own data warehouse and HealthyCity, we offer customized training for organizations. We have conducted statewide trainings on GIS tools for public health workers, school district staff and residents. We are currently providing GIS training to research staff at OUSD. Our work ahead includes community training on our new version of InfoAlameda and a project to train youth in data collection, data entry and mapping through a community mapping project.
- **DataBank Project:** Many CBOs, foundations, public agencies and others regularly have the need for high quality research services to support their work, but lack the resources to develop the internal staffing to meet these needs. The Council created the DataBank, which serves as a vehicle for organizations to acquire these services at a fraction of the cost of building internal capacity and staffing. The DataBank permits organizations to contract for specific research tasks or to purchase a portion of a staff member assigned to work on their projects.

**The Community Capacity Building Program** supports the work of all of the Council's programs and partners. We focus on building the capacity of organizations and individuals and developing tools to support them to plan and problem-solve to improve conditions in their neighborhoods.

## Boys and Men of Color

As part of its **Building Healthy Communities initiative**, which focuses on creating healthy communities in 14 neighborhoods in California, The California Endowment (TCE) recognized the particularly poor health outcomes for boys and men of color (BMoC). Consequently, the foundation is partnering with government agencies, community-based organizations and community members to institute policy and system reforms that will promote better health outcomes for boys and young men of color in three cities- Oakland, Los Angeles and Fresno. TCE selected Urban Strategies Council as the Regional Convener for the Oakland BMoC site. The Council's work includes building a local and regional network of organizations and individuals committed to improving outcomes for BMoC through policy advocacy and system reform. The Council also provides research and data analysis, facilitates meetings with public systems leaders to further develop and advance the BMoC agenda and provides support to the community anchors developing local networks for the African American, Latino, Asian Pacific Islander and Native communities.

## Links to Websites with more information about our work...

Urban Strategies Council- [www.urbanstrategies.org](http://www.urbanstrategies.org)

InfoAlamedaCounty- [www.infoalamedacounty.org](http://www.infoalamedacounty.org)

Benefiting Bayview Hunters Point- [www.benefitingbvhp.org](http://www.benefitingbvhp.org)

Alameda County Community Asset Network- [www.alamedacountycan.org](http://www.alamedacountycan.org)

Oakland Community After School Alliance- [www.oaklandafterschool.org](http://www.oaklandafterschool.org)

Alameda County Reentry Network- [www.acreentry.org](http://www.acreentry.org)

Oakland Community Land Trust- [www.oakclt.org](http://www.oakclt.org)

Alameda County Reentry Resource Directory- [www.alamedareentryservices.org](http://www.alamedareentryservices.org)

Promise Neighborhoods- [www.urbanstrategies.org/programs/schools/promiseneighborhoods.php](http://www.urbanstrategies.org/programs/schools/promiseneighborhoods.php)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/24/2013

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).

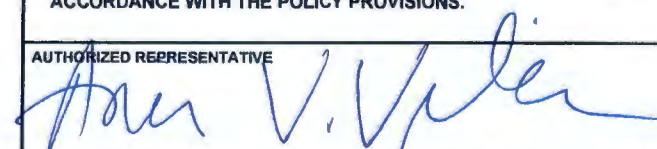
<b>PRODUCER</b> <b>Merriwether &amp; Williams Insurance</b> License No.: OCO1378 550 Montgomery St., Suite 550 San Francisco CA 94111	<b>CONTACT NAME:</b> Ash Williams	
	<b>PHONE (A/C. No. Ext):</b> (415) 986-3999	<b>FAX (A/C. No.):</b> (415) 986-4421
<b>E-MAIL ADDRESS:</b> ash@imwis.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Philadelphia Insurance Company		
<b>INSURER B:</b> Oak River Insurance Company		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** CL1342404002                      **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			PHPK859190	5/29/2012	5/29/2013	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COM/POP AGG \$ 4,000,000
							\$
A	AUTOMOBILE LIABILITY			PHPK859190	5/29/2012	5/29/2013	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) \$
							\$
							\$
							\$
							\$
							\$
							\$
B	UMBRELLA LIAB			2200005465-131	3/9/2013	3/9/2014	EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	DED	<input type="checkbox"/> CLAIMS-MADE					\$
	RETENTION \$						\$
	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"/> Y <input type="checkbox"/> 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

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 The Oakland Unified School District, its officers, agents, employees and assigns are hereby named as Additional Insured's but only as respects to their interests as it may appear to the named insured's operations. (Per General Liability Deluxe Endorsement, Page 9, Paragraph I, Owners, Lessees or Contractors)

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District 451 Steele Street Oakland, CA 94619	<b>CANCELLATION</b>  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 

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

## Basic Directions

*Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)*

**Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.**

1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
2. Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification )
3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
4. Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.epls.gov/epls/search.do>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
- For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

**OUSD Staff Contact** *Emails about this contract should be sent to: (required)* [Thuydung.nguyen@ousd.k12.ca.us](mailto:Thuydung.nguyen@ousd.k12.ca.us)

## Contractor Information

Contractor Name	Urban Strategies Council	Agency's Contact	Junious Williams		
OUSD Vendor ID #	1004235	Title	Chief Executive Officer		
Street Address	1720 Broadway, 2nd Floor	City	Oakland	State	CA Zip 94612
Telephone	(510) 893-2404	Email (required)	juniousw@urbanstrategies.org		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

## Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	06/01/2013	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 169.00	Number of Hours (required)	160.00		

## Budget Information

*If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.*

Resource #	Resource Name	Org Key	Object Code	Amount
9156	KELLOGG	9481444201	5825	\$ 27,040.00
			5825	\$
			5825	\$
<b>Requisition No. (required)</b>		R0316957	<b>Total Contract Amount</b>	
			\$ 27,040.00	

## Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	<b>Administrator / Manager (Originator)</b>	Name	Jean Wing		Phone	(510) 451-4164	
	Site / Department	Research, Assessment and Data			Fax	(510) 451-1718	
	Signature	<i>Jean Wing</i>			Date Approved	4/22/2013	
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships						
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)						
	Signature				Date Approved		
	Signature (if using multiple restricted resources)				Date Approved		
3.	<b>Regional Executive Officer</b>						
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site						
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work						
	Signature				Date Approved		
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000						
	Signature				Date Approved		
5.	<b>Superintendent, Board of Education</b> <i>Signature on the legal contract</i>						
<b>Legal Required if not using standard contract</b>		Approved	Denied - Reason		Date		
<b>Procurement</b>	Date Received			PO Number			

2/18/13