

Board Office Use: Legislative File Info.	
File ID Number	16-1212
Introduction Date	6/8/16
Enactment Number	16-0904
Enactment Date	6-8-16



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by
Procurement) 6-8-16

Subject Professional Services Contract - Public Profit, LLC
- 922/Community Schools and Student Services Department (site/department)

Action Requested Approval of professional services contract between Oakland Unified School District and Public Profit, LLC. Services to be primarily provided to 922/Community Schools and Student Services Department for the period of 12/15/15 through 10/15/2016.

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

Oakland Unified School District (OUSD) will offer a range of summer learning programs in 2016, including approximately 30 programs funded by 21st Century Community Learning Center grants. Public Profit's 2016 Evaluation Plan for OUSD's summer sites is designed to provide data and guidance to support OUSD's Essential Standards. The primary purpose of this evaluation is to create an internally-focused report to inform OUSD's year-to-year summer planning. Key deliverables for this scope of work include an evaluation plan, revised youth surveys for participants, revised surveys for agencies that lead summer programs, focus groups for coaches, and a findings report that documents enrollment, participation, quality, and self-reported benefits for youth. Data will be summarized into a report and series of program-specific data profiles.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Professional Services Contract between the District and Public Profit, LLC, Oakland, CA, for the latter to provide an evaluation plan for OUSD's 21st Century Community Learning Centers (21st CCLC) Summer Learning sites; the evaluation is designed to provide data and guidance to support OUSD's Essential Standards; create an internally-focused report to inform OUSD's year-to-year summer planning; key deliverables are an evaluation plan, revised youth surveys for participants, revised surveys for agencies that lead summer programs, focus groups for coaches, and a findings report that documents enrollment, participation, quality, and self-reported benefits for youth; data will be summarized into a report and series of program-specific data profiles for the Summer Learning Programs via the Community Schools and Student Services Department for the period of June 15, 2016 through October 15, 2016, in an amount not to exceed \$35,410.00.

Recommendation Approval of professional services contract between Oakland Unified School District and Public Profit, LLC. Services to be primarily provided to 922/Community Schools and Student Services Department for the period of 12/15/15 through 10/15/2016.

Fiscal Impact Funding resource name (please spell out) Irene S. Scully Family Foundation Grant not to exceed 35,410.00

Attachments

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Insurance Certification
- TB screening documentation
- Statement of qualifications



CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.**

Legislative File ID No. 16-1212

Department: Community Schools and Student Services Department

Vendor Name: Public Profit, LLC

Contract Term: Start Date: 6/15/16 End Date: 10/15/16

Annual Cost: \$ 35,410.00

Approved by: Julie McCalmont, Curtiss Sarikey

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Consultant will provide evaluation of the OUSD Summer Learning Programs.

Summarize the services this Vendor will be providing.

Vendor will provide an evaluation plan for OUSD's 21st Century Community Learning Centers (21st CCLC) Summer Learning sites; the evaluation is designed to provide data and guidance to support OUSD's Essential Standards; create an internally-focused report to inform OUSD's year-to-year summer planning; key deliverables are an evaluation plan, revised youth surveys for participants, revised surveys for agencies that lead summer programs, focus groups for coaches, and a findings report that documents enrollment, participation, quality, and self-reported benefits for youth; data will be summarized into a report and series of program-specific data profiles for the Summer Learning Programs.

Was this contract competitively bid? Yes No

If No, answer the following:

- 1) How did you determine the price is competitive?

Public Profit is a returning vendor to complete and finalize the evaluation report for the Summer Learning Programs.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2015-2016



Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

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

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

Attachment Checklist	<input checked="" type="checkbox"/> For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
	<input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/)
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact *Emails about this contract should be sent to: (required)* Renee.McMearn@ousd.org

Contractor Information

Contractor Name	Public Profit, LLC	Agency's Contact	Corey Newhouse		
OUSD Vendor ID #	1003827	Title	Founder and Principal		
Street Address	1212 Broadway, Suite 501	City	Oakland	State	CA Zip 94612
Telephone	510.835.1669 ext. 208	Email (required)	corey@publicprofit.net		
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	12/15/15	Date work will end	10/15/2016	Other Expenses	
Pay Rate Per Hour (required)		Number of Hours (required)			

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
	Scully Family		5825	\$ 35,410.00
	Foundation Grant		5825	
			5825	
Requisition No. (required)			Total Contract Amount	\$ 35,410.00

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.sam.gov/>)

1.	Administrator / Manager (Originator)	Name	Julie McCalmont	Phone	510-879-2709
	Site/Department (Name & #)	922/Community Schools and Student Services Department		Fax	510-879-4605
	Signature			Date Approved	5/18/16
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Community Schools and Student Services <input type="checkbox"/> Risk				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature			Date Approved	
3.	Network Superintendent/Deputy Network Superintendent				
	Signature			Date Approved	
	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over #				
4.	<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	5/19/16
5.	Superintendent, Board of Education Signature on the legal contract				
Legal	Required if not using standard contract	Approved		Denied - Reason	Date
Procurement	Date Received			PO Number	

Board Office Use: Legislative File Info.	
File ID Number	16-1212
Introduction Date	6/8/16
Enactment Number	
Enactment Date	



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2015-2016

This Agreement is entered into between Public Profit, LLC

(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 12/15/15, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$ 86,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$ 86,000, whichever is later. The work shall be completed no later than 10/15/2016.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Thirty Five Thousand, Four Hundred Ten Dollars (35,410.00) [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: N/A.

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:* N/A, which shall not exceed a total cost of _____.

5. CONTRACTOR Qualifications / Performance of Services:

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

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

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: Julie McCalmont
Site /Dept.: 922/Community Schools and Student Services Department
Address: 1000 Broadway, Suite 150
Oakland CA 94607
Phone: 510-879-2709
Email: Julie.McCalmont@ousd.org

CONTRACTOR:

Name: Corey Newhouse
Title: Founder and Principal
Address: 1212 Broadway, Suite 501
Oakland CA 94612
Phone: 510.835.1669 ext. 208
Email: corey@publicprofit.net

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 from OUSD's Risk Management.) 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 30 days prior 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:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will 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, 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 without the prior approval of OUSD Human Resources.

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.sam.gov/).
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.
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.
31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature]

 President, Board of Education

Superintendent
 Chief or Deputy Chief

Secretary, Board of Education

CONTRACTOR

[Signature]

Contractor Signature

Corey Newhouse

Founder and Principal
Print Name, Title

Form approved by OUSD General Counsel for 2015-16 FY

File ID Number: 16-1212
Introduction Date: 6-8-16
Enactment Number: 16-0904
Enactment Date: 6-8-16 lf

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.

See attached Scope of Work for Summer Learning Program Evaluation Plan.

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.

Public Profit, LLC will compose findings report summarizing youth enrollment, participation, coach focus group findings, lead agency input and self-reported youth outcomes. The primary purpose of this evaluation is to create an internally-focused report to inform OUSD's year-to-year summer planning.

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

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

OUSD Summer Learning Programs 2016 Evaluation Plan

Prepared by Public Profit, December 2015

Evaluation Overview

Oakland Unified School District (OUSD) will offer a range of summer learning programs in 2016, including approximately 30 programs funded by 21st Century Community Learning Center grants. OUSD will focus on supporting sites with the following Summer Learning 2016 Essential Standards for Lead Agencies¹:

Interaction

- *Belonging*: Youth have opportunities to develop a sense of belonging
- *Collaboration and leadership*: Youth have opportunities to collaborate and work cooperatively with others
- *Adult partners*: Youth have opportunities to partner with adults

Engagement

- *Planning, choice, and reflection*: Youth have opportunities to direct their own learning
- *Learning how to learn*: Youth are supported developing learning initiative and persistence
- *Higher order thinking*: Youth are supported in developing higher order thinking skills

Public Profit's 2016 Evaluation Plan for OUSD's 21st Century summer sites is designed to provide data and guidance to support OUSD's Essential Standards.

The primary purpose of this evaluation is to create an internally-focused report to inform OUSD's year-to-year summer planning. Key deliverables for this scope of work include an evaluation plan, revised youth surveys for participants, revised surveys for agencies that lead summer programs, focus groups for coaches, and a findings report that documents enrollment, participation, quality, and self-reported benefits for youth. Data will be summarized into a report and series of program-specific data profiles.

¹ OUSD developed the Summer Learning 2016 Essential Standards for Lead Agencies by adapting the Summer Learning PQA from the David P. Weikart Center for Youth Program Quality.

Evaluation Questions

The evaluation will be guided by the following questions:

1. To what extent do Oakland Unified School District's 21st CCLC summer programs recruit and retain youth?
 - a. *To what extent are programs serving the targeted number of youth?*
 - b. *What is the pattern of participant attendance? Do youth attend frequently and regularly?*

2. To what extent are Oakland Unified School District's 21st CCLC summer programs providing a high quality experience for participants?
 - a. *Are the programs safe and supportive?*
 - b. *To what extent are programs fulfilling OUSD's 2016 Essential Standards?*
 - c. *To what extent is OUSD providing operational and programmatic supports to staff to improve quality?*

3. To what extent are participating youth demonstrating progress in outcomes that contribute to:
 - a. *School engagement*
 - b. *Social emotional learning*
 - c. *Critical thinking*

Deliverables

Youth Surveys – Public Profit will revise the existing youth survey assessing participants’ perceptions of program quality and progress toward programmatic outcomes. The survey will align with OUSD’s Essential Standards for summer programs. Includes one round of edits. *Timeline: Youth surveys distributed at 6/27 PLC meeting and due by 7/15, the last day of program.*

Staff Surveys – Public Profit will update last year’s staff survey to reflect shifts in the youth survey. Additionally, OUSD will have an opportunity to provide additional questions for the survey, based on its informational needs. Includes one round of edits. *Timeline: Staff surveys distributed on 6/27 and due by 7/15.*

Focus Groups – Public Profit will implement two focus groups with coaches to collect data on program quality and OUSD supports. Public Profit will plan the focus groups in consultation with OUSD. Public Profit will facilitate the focus groups, take notes, conduct analysis, and incorporate the findings into final report. *Timeline: Focus group #1 (Week of 6/27), Focus group #2 (Week of 7/11)*

Program Profiles – Public Profit will prepare site-level data profiles for all sites. Profiles will include participation and youth survey results for each program. Public Profit will provide OUSD with PDFs of each site report so that OUSD can attach them to the OUSD dashboard. *Timeline: Early October (In time for the end of summer debriefing meeting – 10/7 or 10/14/16)*

Findings Report – Public Profit will compose a findings report summarizing youth enrollment, participation, coach focus group findings, lead agency input and self-reported youth outcomes. Includes one round of edits. *Timeline: 1st draft due to OUSD by 9/15. OUSD’s comments due by 9/30. Final report to OUSD by 10/15/16.*

Public Profit and OUSD Meeting Goals

Public Profit and OUSD will meet on a monthly basis through May and once more in July. Public Profit will prepare the agendas in advance for these two-hour meetings. OUSD will use the first hour of the meeting to meet internally and discuss the agenda items. OUSD and Public Profit will come together for the second hour of the meeting.

The tentative goals for each of the meetings are listed below:

Meeting Date	Meeting Goals
December 16 th	<ul style="list-style-type: none"> • Review evaluation plan and timeline • Discuss opportunities to incorporate the evaluation into the Summer PLC • Review OUSD priority quality indicators • Create meeting norms
January 21 st	<ul style="list-style-type: none"> • Finalize evaluation plan and youth outcomes • Identify opportunities to integrate evaluation activities into the Summer PLC • Review draft youth survey
February 17 th	<ul style="list-style-type: none"> • Check in on Cityspan set-up for summer • Finalize youth survey • Review draft staff survey
March 16 th	<ul style="list-style-type: none"> • Review coach focus group protocol • Finalize staff survey • Confirm complete list of summer programs
April 20 th	<ul style="list-style-type: none"> • Finalize coach focus group protocol
May 18 th	<ul style="list-style-type: none"> • Finalize coach focus group logistics • Finalize youth and staff survey distribution timelines • Confirm program contact and enrollment information
June 22 nd	<ul style="list-style-type: none"> • Check-in call
July 20 th	<ul style="list-style-type: none"> • Debrief on data collection activities • Confirm timeline for Cityspan participation data • Review timeline for final deliverables

Summer 2016 Work Plan

Scope & Evaluation Plan																				
OUSD to decide on Priority Quality Indicators																				
		Youth Survey Development																		
			OUSD Youth Survey Edits Due																	
			Staff Survey Development																	
				OUSD Staff Survey Edits Due																
				Focus Group Development																
					OUSD Focus Group Edits Due															
							Focus Grp 1	Focus Grp 2												
							SUMMER PROGRAMS! 6/20 to 7/15 (or 7/22)													
							Youth Surveys: - 6/27 to 7/15													
							Staff Surveys: - 6/27 to 7/15													
										Cityspan Data Ready										
										Data Cleaning										
										Data Aggregation & Analysis										
																	Program Profiles			
																	Findings Report			
Dec. 2015	Jan. 2016	Feb. 2016	Mar. 2016	Apr. 2016	May 2016	Jun. 2016	Jul. 2016	Aug. 2016	Sept. 2016	Oct. 2016										

Public Profit
Proposed Scope of Work - OUSD 2016 Summer Learning Evaluation
STC

The primary purpose of this evaluation is to create an internally-focused report to inform OUSD's year-to-year summer planning. Key deliverables for this scope of work include an evaluation plan, youth surveys for participants, focus groups for coaches, a findings report that documents enrollment, participation, point of service quality, and self-reported benefits for youth. Data will be summarized into a report and series of program-specific data profiles.

Task	Research Associate	Research Assistant	Project Assistant	Founder	Total	Notes
Prepare evaluation plan that identifies evaluation questions, data sources and analysis approach, and timeline for key tasks and deliverables.	8			1	\$950	
Update youth surveys used last summer. Survey will explore participants' perceptions of program quality and progress toward programmatic outcomes.	10				\$1,000	
Update staff survey to reflect shifts in youth survey items and additional questions provided by OUSD.	8	2			\$950	Includes opportunity for OUSD to add/modify last year's survey.
Prepare scannable copies of Youth Surveys.		10	20		\$1,950	Includes additional hours for project assistant to prepare surveys for 9 additional sites.
Scan up to 2,700 hard copy Youth Surveys			21		\$1,260	Estimate for 30 summer program sites.
Coordinate participation data collection from OUSD Summer staff.		7			\$525	Includes additional hours to account for additional data from the 9 added sites.
Data aggregation and analysis for findings report.	7	15	7		\$2,245	Includes additional hours to account for additional data from the 9 added sites.
Compose findings report summarizing youth participation, program quality, self-reported youth outcomes.	35	25	12		\$6,095	Delivered in late fall 2016. Includes additional hours to account for additional data from the 9 added sites.
Prepare site level data profiles.		18	15		\$2,250	Delivered in time for debrief meeting with sites. Includes additional hours for profile preparation for 9 additional sites.
Project oversight and client communication				10	\$1,500	
Project management	10	5			\$1,375	
Client correspondence	10	10			\$1,750	
Regular client meetings	22.5	15		7.5	\$4,500	1.5 hour monthly meetings from Nov to April, every other month meetings from May-Sep. Assumes no travel time for Public Profit. Includes 1 hr. prep work per meeting.
Facilitate and Analyze two focus group for the coaches	15	20	5	2	\$3,600	Public Profit to plan and implement focus groups, take notes, conduct analysis, and incorporate findings into final report.
<i>Overhead -- calculated at 15% of staff costs.</i>					\$4,494	
Materials costs for 2,700 hard copy surveys and transmittal envelopes for 30 sites.					\$966	
Total					\$35,410	



September 13, 2015

RE: OUSD Agency Requirements

To Whom It May Concern:

This letter certifies that I understand that, as an agency, I am responsible for the fingerprinting and TB testing of Public Profit employees working at OUSD.

Corey Newhouse is working at OUSD on the After School Programs evaluation. Her ATI number is I212NEC759. This ATI number will accompany our invoices for this project.

Ms. Newhouse has tested negative for Tuberculosis. Her results are available to OUSD on request.

Sincerely,

A handwritten signature in black ink that reads "Corey Newhouse". The signature is written in a cursive, flowing style.

Corey E. Newhouse
Founder and Principal