

Board Office Use: Legislative File Info.	
File ID Number	16-1074
Introduction Date	6-8-16
Enactment Number	16-0878
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 Amendment No. 1 -
Public Profit, LLC -
922/Community Schools & Student Services Dept. (site/department)

Action Requested Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and Public Profit, LLC. Services to be primarily provided to 922/Community Schools & Student Services Dept. for the period of 08/01/2015 through 06/30/2016.

Background
A one paragraph explanation of why an amendment is needed.

The OUSD After School Programs Office, in partnership with the Oakland Fund for Children and Youth, conducts an annual after school evaluation project to ensure that the school district's 75 comprehensive after school programs funded by ASES and 21st Century Community Learning Center (2 1st CCLC) grants OUSD are high quality and support school district goals and priorities. This evaluation project fulfills the California Department of Education's requirements for local evaluation and for grant reporting. Public Profit has provided evaluation services for OUSD for over the past six years. The evaluation report produced annually by Public Profit informs after school program quality improvement efforts and summarizes the impact that OUSD after school programs have on participating students' school day attendance, academic achievement, social-emotional learning, college and career readiness, and other outcomes aligned to OUSD's Full Service Community schools strategic plan. This evaluation project is jointly funded by the Oakland Fund for Children and Youth .

Discussion
One paragraph summary of the amended scope of work.

Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between the District and Public Profit, LLC, Oakland, CA, for the latter to provide the After School Programs Evaluation for two additional key services. 1) Prepare and submit reports to state and federal funders, including merging data files across data platforms for safe reporting and completing data entry for the updated federal 21st CCLC reporting system; prepare site level program profiles for all 76 school based after school programs supported by OUSD; and update annual report to reflect additional input from client. 2) Host monthly meetings for District and City staff regarding the evaluation; facilitate interactive workshop for grantees and staff about the findings of the 2015-16 evaluation for the period of August 1, 2015 through June 30, 2016, in the amount of \$50,000.00, increasing the contract from \$35,000.00 to an amount not to exceed \$85,000.00. All other terms and conditions of the contract remain in full force and effect.

Recommendation Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and Public Profit, LLC. Services to be primarily provided to 922/Community Schools & Student Services Dept. for the period of 08/01/2015 through 06/30/2016.

Fiscal Impact Funding resource name (please spell out) 6010/ASES \$25,000.00; 4124/21st CCLC ASSETS \$25,000.00 not to exceed \$ 50,000.00

Attachments

- Contract Amendment
- Copy of original contract and any prior amendments



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 16-1074

Department: Community Schools and Student Services Department

Vendor Name: Public Profit, LLC

Contract Term: Start Date: 8/1/2015 End Date: 6/30/2016

Annual Cost: \$ 50,000.00

Approved by: Julia Ma, Curtiss Sarikey

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Consultant will provide evaluation of the OUSD After School Programs.

Summarize the services this Vendor will be providing.

Public Profit will prepare and submit reports to state and federal funders, including merging data files across data platforms for safe reporting and completing data entry for the updated federal 21st CCLC reporting system; prepare site level program profiles for all 76 school based after school programs supported by OUSD; and update annual report to reflect additional input from client. Host monthly meetings for District and City staff regarding the evaluation; facilitate interactive workshop for grantees and staff about the findings of the 2015-16 evaluation.

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 for the After School Program.

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**

AMENDMENT ROUTING FORM 2015-2016

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1



Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order has been increased by Procurement.

- Contractor and OUSD contract originator reach agreement on modification to original scope of work and compensation.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work must change. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

Attachment Checklist	<input checked="" type="checkbox"/> Contract amendment packet including Board Memo and Amendment Form
	<input checked="" type="checkbox"/> Amended Scope of Work (Be specific as to what additional work is being done by this consultant.)
	<input checked="" type="checkbox"/> Board approved copy of the original contract and any prior Amendments.

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 #	I003827	Title	Founder and Principal				
Street Address	1212 Broadway, Suite 501	City	Oakland	State	CA	Zip	94612
Telephone	510-835-1669	Email (required)	corey@publicprofit.net				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 35,000.00	Original PO #	P1604548	New Requisition #	R0165160
Amended Amount	\$ 50,000.00	Start Date	08/01/2015	End Date	06/30/2016
New Total Contract Amount	\$ 85,000.00	Pay Rate Per Hour		# of Hours	

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
6010	ASES Grant	9221553201	5825	\$ 25,000.00
4124	21st CCLC Assets	9221862401, 9221873401, 9221874401, 9221875401	5825	\$ 25,000.00
			5825	

Approval and Routing (in order of approval steps)

Additional services above original contract cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

1.	Administrator / Manager (Originator)	Name	Julia Ma	Phone	510-879-2885
	Site/Department (Name & #)	922/Community Schools & Student Services Dept.		Fax	510-879-4605
	Signature	<i>Julia Ma</i>		Date Approved	5-12-16
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"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature	<i>Renee McMearn</i>		Date Approved	5/16/16
3.	Network Superintendent/Deputy Network Superintendent				
	Signature	<i>Curtis Saaby</i>		Date Approved	
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input checked="" type="checkbox"/> Under <input type="checkbox"/> Over \$84,100				
	<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	<i>Renee McMearn</i>		Date Approved	
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	16-1074
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OAKLAND UNIFIED SCHOOL DISTRICT

Learning. Growing. Thriving.

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Public Profit, LLC

(CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 08/01/2015, and the parties agree to amend that Agreement as follows:

<p>1. Services: <input type="checkbox"/> The scope of work is <u>unchanged</u>. <input checked="" type="checkbox"/> The scope of work has <u>changed</u>.</p> <p>If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p><input type="checkbox"/> Revised scope of work attached. OR <input checked="" type="checkbox"/> The CONTRACTOR agrees to provide the following amended services: Consultant will provide two additional key services for reporting and meetings with grantees and staff for the After School Programs 2015-16 Evaluation.</p>
<p>2. Terms (duration): <input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u>. <input type="checkbox"/> The term of the contract has <u>changed</u>.</p> <p>If the term has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is <u>06/30/2016</u>.</p>
<p>3. Compensation: <input type="checkbox"/> The contract price is <u>unchanged</u>. <input checked="" type="checkbox"/> The contract price has <u>changed</u>.</p> <p>If the compensation has changed: The contract price is amended by</p> <p><input checked="" type="checkbox"/> Increase of \$ <u>50,000.00</u> to original contract amount</p> <p><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is <u>Eighty Five Thousand</u> dollars (\$ <u>85,000.00</u>)</p>

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education and/or the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Dean Della _____
 President, Board of Education Date
 Superintendent
 Chief or Deputy Chief

[Signature] 6-8-16
Secretary, Board of Education Date

CONTRACTOR

Corey Newhouse _____ 5/17/16
Contractor Signature Date

Corey Newhouse, Founder + Principal
Print Name, Title

EXHIBIT "A" SCOPE OF WORK

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

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

See attached Scope of Work for Grantee Evaluation.

- 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.

The Oakland After School Evaluation project by Public Profit provides vital data to assess the impact of after school programming on students, and the quality of services by lead agency partners. Data from this evaluation project is the basis for continuous quality improvement work across 75 program sites. Ultimately, 9000 students daily benefit from improved quality of academic and enrichment services as a result of this evaluation and data-driven continuous quality improvement work. The evaluation also significantly informs the professional development supports from the After School Programs Office.

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

- | | |
|---|--|
| <input type="checkbox"/> Ensure a high quality instructional core | <input type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input checked="" type="checkbox"/> Accountable for quality |
| <input checked="" 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.
- 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.
 - Meeting announcement for meeting in which the CSSSP modification was approved.
 - Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 - Sign-in sheet for meeting in which the CSSSP modification was approved.

**Public Profit
Oakland Unified School District
Grantee Evaluation
Scope of Work 2015-16 - Addendum**

Public Profit is responsible for an evaluation study of all school-based out-of-school time programs supported by the Oakland Unified School District. This study is co-funded by the Oakland Fund for Children and Youth, which co-funds 56 of OUSD's 75 out-of-school time programs.

Key services for the **after-school evaluation** include mandated reporting, convening evaluation stakeholders, reporting, and meetings with grantees and staff.

Reporting

- Prepare and submit reports to state and federal funders, including merging data files across data platforms for state reporting and completing data entry for the updated federal 21st CCLC reporting system.
- Prepare site level program profiles for all 76 school based after-school programs supported by OUSD.
- Update annual report to reflect additional input from client.

Meetings with Grantees and Staff

- Host monthly meetings for district and city staff regarding the evaluation, including agenda preparation, meeting facilitation, notes and task follow up.
- Facilitate interactive half-day workshop for grantees and staff about the findings of the 2015-16 evaluation, and how site-level information can inform ongoing staffing and training.



Julia Fong Ma, After School Programs Coordinator

5/9/16

Date



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools,
Thriving Students

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Details	Reports
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File #:	16-0009	Version:1	Name:	Professional Services Contract - Public Profit, LLC - After School Programs Office - Community Schools and Student Services Department
Type:	Agreement or Contract		Status:	Passed
File created:	12/28/2015		In control:	Academics
On agenda:	1/27/2016		Final action:	1/27/2016
Enactment date:	1/27/2016		Enactment #:	16-0181

Title: Ratification by the Board of Education of a Professional Services Contract between the District and **Public Profit**, Oakland, CA, for the latter to provide an evaluation study of all school-based out of school time programs supported by the District, including project management, evaluation design and implementation, data collection, reporting, and technical assistance for grantees and staff, as described in the Scope of Work, Incorporated herein by reference as though fully set forth, via the Community Schools and Student Services Department, for the period August 1, 2015 through June 30, 2016, in an amount not to exceed \$35,000.00.

Attachments: [1. 16-0009 Professional Services Contract - Public Profit, LLC - After School Programs Office - Community Schools and Student Services Department](#)

Contact: Julia.Ma@ousd.org

History (1)	Text
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1 record	Group	Export					
Date ▼	Ver.	Action By	Action	Result	Action Details	Meeting Details	Video
1/27/2016	1	Board of Education	Adopted on the General Consent Report	Pass	Action details	Meeting details	Not available

Board Office Use: Legislative File Info.	
File ID Number:	16-0009
Introduction Date:	01/27/2016
Enactment Number:	16-0181
Enactment Date:	01/27/2016



Memo

To: Board of Education
From: Antwan Wilson, Superintendent
Board Meeting Date: 01/27/2016
Subject: Professional Service Contract
Contractor: Public Profit of Oakland, CA
Services for: 922-COMMUNITY SCHOOLS & STUDENT SERVICES

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Public Profit, Oakland, CA, for the latter to provide: evaluation of the After School Programs to meet basic California Department of Education requirements for compliance under federal and state regulations that govern the ASES and 21st CCLC grants, assess the overall effectiveness of after school goals and objectives and to document the quality of OUSD after school programs and positive youth outcomes achieved; 75 OUSD after school programs will be included in this evaluation project; consultant will ensure that formal site visits to all program sites jointly funded by OUSD and the Oakland Fund for Children and Youth are conducted; student surveys; completion of evaluation reports mandated by the California Department of Education; and composition of year-end evaluation report for public dissemination.

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

The OUSD After School Programs Office, in partnership with the Oakland Fund for Children and Youth, conducts an annual after school evaluation project to ensure that the school district's 75 comprehensive after school programs funded by ASES and 21st Century Community Learning Center (21st CCLC) grants OUSD are high quality and support school district goals and priorities. This evaluation project fulfills the California Department of Education's requirements for local evaluation and for grant reporting. Public Profit has provided evaluation services for OUSD for over the past six years. The evaluation report produced annually by Public Profit informs after school program quality improvement efforts and summarizes the impact that OUSD after school programs have on participating students' school day attendance, academic achievement, social-emotional learning, college and career readiness, and other outcomes aligned to OUSD's Full Service Community schools strategic plan. This evaluation project is jointly funded by the Oakland Fund for Children and Youth.

Discussion:
 (QUANTIFY what is being purchased.)

evaluation of the After School Programs to meet basic California Department of Education requirements for compliance under federal and state regulations that govern the ASES and 21st CCLC grants, assess the overall effectiveness of after school goals and objectives and to document the quality of OUSD after school programs and positive youth outcomes achieved; 75 OUSD after school programs will be included in this evaluation project; consultant will ensure that formal site visits to all program sites jointly funded by OUSD and the Oakland Fund for Children and Youth are conducted; student surveys; completion of evaluation reports mandated by the California Department of Education; and composition of year-end evaluation report for public dissemination.

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Fiscal Impact: Funding Resource name(s) (detailed below) not to exceed \$35,000.00.

\$6,000.00	AFTER SCHOOL LEARNING&SAFEHOOD
\$14,000.00	T IV 21ST CENTURY COM LEARNING
\$15,000.00	T IV 21ST CENTURY COM LEARNING

Attachments: Professional Services Contract including Scope of Work

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2015-2016

This Agreement is entered into between Public Profit of Oakland, CA (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 08/01/2015, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$86,000.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$86,000.00, whichever is later. The work shall be completed no later than 06/30/2016.
- 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 Dollars and 00/100 Dollars (\$35,000.00) [per fiscal year], at an hourly billing rate not to exceed N/A 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 \$0.00.

5. CONTRACTOR Qualifications / Performance of Services:

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

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

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

Professional Services Contract

OUSD Representative:

Name: JULIA MA
Site /Dept.: 922-COMMUNITY SCHOOLS & STUDENT SE
Address: 746 Grand Avenue
Oakland, CA 94610
Phone: 510-874-4559
Email: Julia.Ma@ousd.k12.ca.us

CONTRACTOR:

Name: Corey Newhouse
Title: Owner
Address: 1212 Broadway, Suite 1200
Oakland, CA 94612
Phone: 510-835-1669
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.

Professional Services Contract

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.

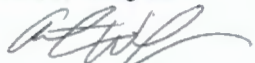
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. 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



- President, Board of Education
- Superintendent or Designee



Secretary, Board of Education

CONTRACTOR

Corey Newhouse

Contractor Signature

Corey Newhouse, Owner

Print Name, Title

Form approved by OUSD General Counsel for 2015-16 FY

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

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.

OUSD's ASES and 21st CCLC after school programs provide daily academic, enrichment, mentoring, and other support services that support school district goals for improved school day attendance, academic achievement, college and career readiness, social and emotional learning, and increased student health and well-being. The annual evaluation project conducted by Public Profit, in partnership with OUSD's After School Programs Office, assesses the impact of OUSD's 75 after school programs on key district outcomes, and provides quantitative data to inform OUSD's Full Service Community Schools efforts.

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 checked="" type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input checked="" type="checkbox"/> Full service community district |

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

Please select:

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

- 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.

**Public Profit
Oakland Unified School District
Grantee Evaluation
Scope of Work 2015-16**

Public Profit is responsible for an evaluation study of all school-based out-of-school time programs supported by the Oakland Unified School District. This study is co-funded by the Oakland Fund for Children and Youth, which co-funds 56 of OUSD's 75 out-of-school time programs.

Key services include project management, evaluation design and implementation, data collection, reporting, and technical assistance for grantees and staff.

Project Management

- Lead evaluator will meet regularly via phone and in-person with OUSD staff to discuss project logistics and upcoming meetings and presentations.
- Evaluation team will meet regularly to coordinate evaluation tasks, discuss emerging findings, and prepare for meetings and presentations.
- Lead evaluator will provide updates to OUSD administrators and Board members on request.

Evaluation Design and Implementation

- Engage key stakeholders, OUSD staff, OFCY, and site-level staff on discussion of program quality indicators, participant outcomes, and reporting.
- Develop and share an evaluation work plan that identifies key tasks and major milestones; share with evaluation stakeholders.

Data Collection

- Conduct site visits to all out-of-school time programs supported by either OUSD or OFCY using the Youth Program Quality Assessment or School-Age Program Quality Assessment. (77 sites total, including 2 visits to Greenleaf)
- Share site visit findings with site- and grantee- level staff, OUSD staff, and OFCY staff (for co-funded sites). Aggregate site visit data for additional analysis.
- Work with CitySpan staff to access participant-level participation data (dosage, duration, and activity type) for use in final report.

- Develop surveys that explore youth participants' satisfaction and self-reported outcomes. Whenever possible, youth surveys will be fielded online to minimize data processing time. Distribute, collect, and process youth surveys for use in final report.
- Assist OUSD and OFCY with additional client-led data collection activities, including fielding surveys of parents, program staff and host school principals.
- Prepare and deliver a training for Site Coordinators and Agency Directors at 21* CCLC sites on federal reporting requirements; monitor sites' data entry progress and update OUSD as needed.
- Obtain participant demographic and school performance data from OUSD for use in final report.

Reporting

- Prepare a brief Interim Report that summarizes program performance and point of service quality data for use in use in mid-term reporting to stakeholders (e.g. POC and Life Enrichment Committee). Include site-level program data that includes performance and program quality data collected to date. Delivery in March 2015.
- Issue final report that summarizes grantee services, program quality, and participant outcomes. Include site-level program data that includes performance, quality and outcome data.
- Complete mandated reports for the California Department of Education's After-School Programs Division, complete supplemental test score analysis as needed for 21* CCLC federal reporting.

Technical Assistance to Grantees & Staff

- Provide phone, email, and in-person assistance to grantees regarding evaluation design, implementation, and use in program planning and improvement.

Public Profit's fees for these services in 2015-16 will total \$35,000. See the table on the next page for calculation details.

Public Profit - August 1, 2015 - May 31, 2016 Budget

	OFCY	OUSD	Total Cost	Notes
Project Director Newhouse at 5% time	\$2,944.4 3	\$2,944	\$5,889	Staff time is calculated as a proportion of staff members' fully-loaded salary. Pro-rated for 10 months.
Research Associate Vance at 20% time, including 2 visits	\$8,030	\$8,030	\$16,061	
Senior Research Assistant Lo - 20% time, including 5 visits	\$5,888.8 5	\$5,889	\$11,778	
Project Assistant- 12.5% time, including 17 visits	\$3,145.1 8	\$3,145	\$6,290	
Observational site visits for 40 grantees co-funded by OFCY and OUSD. Additional 22 visits to co-funded sites are included in Research Assoc., Research Asst, & Project Assistant time	\$12,000	\$12,000	\$24,000	Paid site visits calculated at 10 hours each, \$60/hour
City CarShare	\$250	\$250	\$500	Based on 2014-15 costs
Org overhead at 15% of staff costs	\$3,261	\$2,741	\$6,003	
Total	\$35,520	\$35,000	\$70,521	

Evaluation Timeline

Month	Primary Activities	Notable Deadlines
August	<p>Evaluation plan and instrumentation development.</p> <p>Schedule fall site visits.</p>	<p>OUSD August Institute - Evaluation Orientation</p>
September	<p>Finalize evaluation plan and data sources.</p> <p>Submit OUSD data request.</p> <p>Submit Cityspan data request.</p>	<p>Deliver final evaluation plan to OFCY and OUSD.</p> <p>Present 2014-15 program profiles to Site Coordinators and Agency Directors.</p>
October	<p>Collect and aggregate site visit data.</p> <p>Follow-up T/TA as needed.</p>	<p>Share initial findings from 2014-15 program year with Agency Directors.</p> <p>OFCY quarterly reports due</p>
November	<p>Collect and aggregate site visit data.</p> <p>Distribute spring site visit schedule.</p>	
December	<p>Collect and aggregate site visit data.</p>	
January	<p>Collect and aggregate site visit data.</p> <p>Collect survey format and language preferences from grantees.</p> <p>Receive Cityspan extract with participant demographic information; pull grant progress reports from user interface.</p>	<p>OFCY quarterly reports due</p>
February	<p>Prepare Interim Report</p> <p>Collect and aggregate site visit data.</p> <p>Prepare youth surveys for distribution.</p>	

March	Distribute youth surveys.	Deliver Interim Report to OFCY.
April	Reminders to sites re. youth surveys 21 st CCLC reporting training	Evaluation orientation for new staff (via webinar)
May	Process youth surveys Final Findings Report Mandated reporting to California Department of Education and US DOE	Surveys due to evaluation team

Public Profit

Proposed Scope of Work - Addendum to 2015-16 Oakland After-School Programs Evaluation

22-Apr-16

Key deliverables for the proposed scope of work include updates to mandated reporting for state and federal funders, extending Public Profit's involvement in monthly meetings with city and district partners, making additional updates to the final report per client input, preparing site-level data profiles for all OUSD after-school programs, and leading a half-day "meaning making" session with after-school program staff to review their program evaluation data.

Task	Fee	Notes
Completing mandated federal 21st CCLC reporting for the 2014-15 school year, using new format and requirements issued by US DOE in fall 2015.	\$4,320	Includes extensive review of revised reporting requirements, generating reports from CitySpan web site needed for reporting, coordination with other staff members to complete data entry, and error checking submitted data.
Updates to CDE-mandated reporting to reflect complete 2014-15 program year.	\$2,000	Additional time needed to merge participation data from multiple databases.
Extended monthly meetings with OUSD and OFCY staff to discuss emerging findings, track logistical issues and review draft deliverables.	\$4,800	Additional time for broader scope of these meetings in 2015-16, including meeting prep, follow up, and longer in-person session times.
Updates to 2015-16 reporting template to reflect client input.	\$15,680	Includes time for Founder, Research Associate, Research Assistant and Project Assistant.
Prepare site level profiles for all 76 Oakland after-school programs.	\$9,200	Includes preparing and cross-checking site level data, importing data into interactive data dashboards, and generating .pdf reports for all Oakland after-school programs.
Facilitate interactive half-day workshop about findings from 2015-16 program evaluation with Site Coordinators and Agency Directors.	\$7,120	Includes planning and implementation tasks to offer up to four small group-based conversations, led by a Research Associate or the Founder.
Workshop materials	\$456	Budgeted at \$6/program site, for high quality report copies and other workshop materials.
Overhead at 15% of staf costs	\$6,424	
Total with overhead	\$50,000	



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 cursive script that reads "Corey Newhouse".

Corey E. Newhouse
Founder and Principal