

Board Office Use: Legislative File Info.	
File ID Number	12-2697
Introduction Date	10/24/12
Enactment Number	12-2657
Enactment Date	10/24/12



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To The Board of Education

From Tony Smith, Ph.D., Superintendent *VS*
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations *VS*

Board Meeting Date
(To be completed by Procurement) _____

Subject Professional Services Contract -
 Oakland Schools Foundation Oakland CA (contractor, City State)
 338/Metwest High School (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and Oakland Schools Foundation. Services to be primarily provided to 338/Metwest High School for the period of 10/11/2012 through 06/21/2012.

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

Oakland Schools Foundation will be providing consulting, strategizing, and educational services for the Metwest High School after school program. Through our partnership with them, they understand the needs of our school in terms of who our students are and our projected plan of growth.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Professional Services Contract between District and Oakland Schools Foundation, Oakland, CA, for the latter to provide full oversight of its 21st CCLC ASSETs grant program implementation and work in partnership to ensure full grant compliance and program quality in compliance with all District and State grant requirements for comprehensive after school, family literacy, and equitable access programming at Metwest High School for the period of October 11, 2012 through June 21, 2012, in an amount not to exceed \$104,671.00.

Recommendation Approval of professional services contract between Oakland Unified School District and Oakland Schools Foundation. Services to be primarily provided to 338/Metwest High School for the period of 10/11/2012 through 06/21/2012.

Fiscal Impact Funding resource name (please spell out) 21st CCLC Core
 Equitable Access not to exceed \$ 104,671.00

- Attachments**
- Professional Services Contract including scope of work
 - Fingerprint/Background Check Certification
 - Commercial General Liability Insurance Certification
 - TB screening documentation
 - Statement of qualifications

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Oakland Schools Foundation (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 10/11/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/21/2012.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed One Hundred Four Thousand, Six Hundred Seventy One Dollars (\$ 104,671.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

- 4. Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- 5. 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 \$ _____.
- 6. CONTRACTOR Qualifications / Performance of Services.**

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

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

- 7. 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: Sean McClung
Site /Dept.: 338/Metwest High School
Address: 1100 Third Avenue
Oakland, CA 94606
Phone: (510) 451-5902

CONTRACTOR:

Name: Mike Barr
Title: Executive Director
Address: 3700 Cooledge Avenue, Suite 301
Oakland CA 94602
Phone: (510) 842-3461

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

9. Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

10. Insurance:

1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 1. **Tuberculosis Screening**
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: MB

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

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplsearch.do>)

Summary of terms and compensation:

Anticipated start date: 10/11/2012 Work shall be completed by: 06/21/2012 Total Fee: \$ 104,671.00

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

[Signature] 10/25/12
 President, Board of Education Date
 Superintendent or Designee

[Signature] 10/3/12
 Contractor Signature Date

[Signature] 10/25/12
 Secretary, Board of Education Date

Mike Barr Executive Director
 Print Name, Title

File ID Number: 12-2697
 Introduction Date: 10/24/12
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 Enactment Date: 10/24/12
 By: [Signature]

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Approval by the Board of Education of a Professional Services Contract between District and Oakland Schools Foundation, Oakland, CA, for the latter to provide full oversight of its 21st CCLC ASSETs grant program implementation and work in partnership to ensure full grant compliance and program quality in compliance with all District and State grant requirements for comprehensive after school, family literacy, and equitable access programming at Metwest High School for the period of October 11, 2012 through June 21, 2012, in an amount not to exceed \$104,671.00.

SCOPE OF WORK

Oakland Schools Foundation will provide a maximum of hours of services at a rate of \$ per hour for a total not to exceed \$104,671.00. Services are anticipated to begin on 10/11/2012 and end on 06/21/2012.

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.

As an OUSD-led site, Met West High School will have full oversight of its 21st CCLC grant program implementation, and will work in partnership with the Oakland Schools Foundation to ensure full grant compliance and program quality. Metwest High School and Oakland Schools Foundation (OSF) will work in partnership to implement the 21st Century Community Learning Center grant program, in compliance with all district and state grant requirements for comprehensive after school, family literacy, and equitable access programming. OSF will support Met West's efforts, by providing site coordination services that will ensure effective implementation of 21st CCLC after school academic, enrichment, and family literacy services. OSF will provide accurate fiscal and programmatic record keeping of its 21st CCLC services, as outlined in district requirements for 21st CCLC grant programs.

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.

- Students will be able to participate in a Leadership Class, and help plan important school-wide events
-- Students will receive important support for gaining access to their internships
-- Students will participate in sports and fitness classes that will help prepare them for graduation
-- Students will participate in cultural events that help build both school and city-wide community
-- Families will participate in school events
-- Students will participate in a soccer league

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

- [x] Ensure a high quality instructional core
[x] Develop social, emotional and physical health
[x] Create equitable opportunities for learning
[x] High quality and effective instruction
[x] Prepare students for success in college and careers
[x] Safe, healthy and supportive schools
[x] Accountable for quality
[x] Full service community district

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

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

 - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 1. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/17/2012

PRODUCER (510)548-8200 x307, Fax(510)548-6145
Fidelity Insurance Service
801 Allston Way
Berkeley, CA 94710
Steven Holland

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Oakland Schools Foundation
P.O. Box 20238

Oakland CA 94620

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: NIAC
INSURER B: Markel Insurance Co.
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	X	GENERAL LIABILITY	201216926NPO	09/15/2012	09/15/2013	EACH OCCURRENCE	\$ 1,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 20,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000	
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000	
						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
A		AUTOMOBILE LIABILITY	201216926NPO	09/15/2012	09/15/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
		<input checked="" type="checkbox"/> HIRED AUTOS						
		<input checked="" type="checkbox"/> NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$	
		EXCESS/UMBRELLA LIABILITY				AUTO ONLY: AGG	\$	
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE	\$	
		<input type="checkbox"/> DEDUCTIBLE				AGGREGATE	\$	
		<input type="checkbox"/> RETENTION \$					\$	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	MWC000026111	01/01/2012	01/01/2013	Y	WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below					E.L. EACH ACCIDENT	\$ 1,000,000
		OTHER					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Certificate holder is named Additional Insured with respect to the insured's operations.

CERTIFICATE HOLDER

Oakland Unified School District
1025 Second Avenue
Oakland, CA 94606

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Tracy White/TRW





Excluded Parties List System

**Search Results Excluded By
Firm, Entity, or Vessel : Oakland Schools Foundation
as of 04-Oct-2012 5:06 PM EDT**

Your search returned no results.

2012-2013 High School After School Program Budget

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

HIGH SCHOOLS 03.2012

Site Name:	21CCLC Core	21CCLC Equitable Access	21CCLC Family Literacy	Program Fees (if applicable)	Other School-Sponsored Funds	Other Lead Agency Funds
Metwest High School	Resource 4214, Program _____	Resource 4124, Program _____	Resource 4124, Program _____			
Site #: 338	OUSD Lead Agency %	OUSD Lead Agency %	OUSD Lead Agency %	Lead Agency	OUSD	Lead Agency
Average # of students to be served daily (ADA):						
TOTAL GRANT AWARD	\$180,000	\$25,000	\$20,000	\$0	\$0	\$0
CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES						
OUSD Indirect (4.25%)	\$7,338	\$1,019	\$815			
OUSD ASPO admin, evaluation, and training/technical assistance costs	\$11,296	\$1,569	\$1,255			
Custodial Staffing	\$5,922	\$823	\$658			
Custodial Supplies	\$807	\$112	\$90			
TOTAL SITE ALLOCATION	\$154,637	\$21,477	\$17,182			
CERTIFICATED PERSONNEL						
1120 Academic Liaison REQUIRED	\$2,000	\$0	\$0		\$0	
1120 Certificated Teacher Extended Contracts 200 hours @ \$23.16 per hour		\$0	\$4,632		\$0	
1120 Certificated Teacher - Credit Recovery - English 1 48 hours @ \$23.16 per hour	\$1,112					
1120 Certificated Teacher - Credit Recovery - Algebra 1 48 hours @ \$23.16 per hour	\$1,112					
Total certificated	\$4,224	\$0	\$4,632		\$0	
CLASSIFIED PERSONNEL						
2205 Site Coordinator (list here, if district employee)					\$0	\$0
2220 SSO					\$0	
Work/Internship Readiness Coordinator (list here, if district employee)						
Total classified	\$0	\$0	\$0	\$0	\$0	\$0
BENEFITS						
3000's Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime)	\$845		\$926			
3000's Employee Benefits for Salaried Employees (40%)						
3000's Lead Agency benefits (rate: 25 %)	\$5,422					
Total benefits	\$845	\$5,384	\$0	\$0	\$0	\$0
BOOKS AND SUPPLIES						
4310 Supplies (OUSD only, except for Summer Supplemental)					\$0	\$0
4310 Curriculum (OUSD only)					\$0	\$0
5829 Field Trips & Special Events	\$1,773	\$1,209	\$1,061		\$0	\$0

2012-2013 High School After School Program Budget

4420	Equipment (OUSD only)									\$0	\$0
	League Fees & Uniforms				\$1,200						
	Total books and supplies	\$0	\$1,773		\$0	\$2,409		\$0	\$1,061	\$0	\$0
CONTRACTED SERVICES											
5825	Site Coordinator		\$40,500			\$4,268			\$7,163		
5825	Program Assistant		\$9,398			\$3,000					
5825	Program Support					\$3,000					
5825	Family Engagement Workshops								\$3,400		
5825	Internship Program					\$5,500					
5825	STEM	\$20,000									
5825	Sports & Fitness \$30 per hour x 4.5 hours per day x 16 days				\$8,775						
5825	Visual Arts – ART: \$30 per hour x 3 hours per day x 81 days + STREET STYLES: \$30 per hour x 1.5 hours per day x 79 days	\$9,810									
5825	Raza Studies \$30 per hour x 3 hours per day x 54 days	\$5,850									
5825	Leadership \$30 per hour x 2 hours per day x 55 days					\$3,300					
5825	Cooking \$30 per hour x 2 hours per day x 55 days + \$30 per class (55) for food	\$4,950									
5825											
	Total services	\$40,610	\$58,673		\$0	\$19,068		\$0	\$10,563	\$0	\$0
IN-KIND DIRECT SERVICES											
										\$0	\$0
										\$0	\$0
	Total value of in-kind direct services									\$0	\$0
LEAD AGENCY ADMINISTRATIVE COSTS											
	Lead Agency admin (4% max of total contracted \$)										\$0
SUBTOTALS											
	Subtotals DIRECT SERVICE	\$49,197	\$65,830	88	\$489	\$21,477	88	\$5,949	\$11,624	\$0	\$0
	Subtotals Admin/Indirect	\$21,845	\$5,740	12	\$3,034		12	\$2,427		\$0	\$0
TOTALS											
	Total budgeted per column	\$71,042	\$71,570		\$3,523	\$21,477		\$8,376	\$11,624	\$0	\$0
	Total BUDGETED	\$142,612		100	\$25,000		100	\$20,000		\$0	\$0
	BALANCE remaining to allocate	\$37,388			\$0			\$0			
	TOTAL GRANT AWARD/ALLOCATION TO SITE	\$180,000			\$25,000			\$20,000			

Required Signatures for Budget Approval:

Principal:	
Lead Agency:	

2012-2013 High School After School Program Budget

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

HIGH SCHOOLS 03.2012

Site Name:	21CCLC Core	21CCLC Equitable Access	21CCLC Family Literacy	Program Fees (if applicable)	Other School Site Funds	Other Lead Agency Funds
Metwest High School	Resource 4214, Program _____	Resource 4124, Program _____	Resource 4124, Program _____			
Site #: 338	OUSD Lead Agency %	OUSD Lead Agency %	OUSD Lead Agency %	Lead Agency	OUSD	Lead Agency
Average # of students to be served daily (ADA):						
TOTAL GRANT AWARD	\$180,000	\$25,000	\$20,000	\$0	\$0	\$0
CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES						
OUSD Indirect (4.25%)	\$7,338	\$1,019	\$815			
OUSD ASPO admin, evaluation, and training/technical assistance costs	\$11,296	\$1,569	\$1,255			
Custodial Staffing	\$5,922	\$823	\$658			
Custodial Supplies	\$807	\$112	\$90			
TOTAL SITE ALLOCATION	\$154,637	\$21,477	\$17,182			
CERTIFICATED PERSONNEL						
1120 Academic Liaison REQUIRED	\$2,000	\$0	\$0		\$0	
1120 Certificated Teacher Extended Contracts 200 hours @ \$23.16 per hour		\$0	\$4,632		\$0	
1120 Certificated Teacher - Credit Recovery - English I 48 hours @ \$23.16 per hour	\$1,112					
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2012-2013 High School After School Program Budget

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										\$0	\$0
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Required Signatures for Budget Approval:

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Programs

Programs

Extended Learning
Collaborative
Family Engagement and
Leadership Initiative
(FamELI)



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"Thanks to the Residency Program, I am graduating Haas ready to take on challenges in the education sector and already looking forward to the day where we can say that all kids across the US will graduate high school ready for college."

Delphine Sherman
Haas MBA
Class of 2006

OSF-Funded School-Based Programs

As school leaders identify needs in their schools, OSF staff works with each school to tailor fundraising to meet those needs — with donor drives, events, and grants development. Aside from funding, OSF also supports school programs with partnership brokering, and coaching in leadership, finance, and program evaluation. Each school is different, but we have focused much of our efforts on those needs identified by schools as being most critical in After-School Programs, Family Engagement and Leadership Programs, Internship and Mentorship Programs, Mental Health Programs, Science and Math Programs, and Garden and Nutrition Programs.

OSF Collaborative School Programs bring schools together to share experiences, practices, and challenges, while working to develop and implement solutions across school sites. Collaboratives also facilitate partnerships and resources development for school programs. OSF has developed several Collaborative Programs, including the **Extended Learning Collaborative**, the **Family Engagement and Leadership Initiative (FamELI)**, and **GREENS** (a Collaborative garden and nutrition-based program). A Mental Health Collaborative, a STEM (Science, Technology, Engineering, and Math) Program and an **Internship Program** are both in development. Several foundations are participating in these expanding collaborative programs. OSF coordinates a series of roundtables, workshops, and trainings for school principals and staff working in these critical areas. OSF has also developed tailored toolkits for each Collaborative Program.

Our Collaborative Programs

- **Extended Learning Collaborative Program**
- **Family Engagement and Leadership Initiative (FamELI)**
- **Internship and Mentorship Collaborative Program**
- **GREENS Collaborative Program (Garden and Nutrition)**
- Mental Health Collaborative Program
- STEM (Science, Technology, Engineering, and Math) Collaborative Program



Home | About | Services | Programs | Support | News & Events | Schools | Resources | Search | Mailing List | Contact Us

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- [Contact Us](#)
- [FAQ](#)
- [History](#)
- [OSF Core Values](#)
- [OSF Results and Impact](#)
- [OSF Newsletters](#)
- [OSF Theory of Change & Action](#)
- [Press Room](#)
- [Strategic Plan](#)
- [Staff](#)
- [Board of Directors](#)
- [Advisory Council](#)
- [Partners](#)
- [Supporters](#)
- [Job Opportunities](#)

About

The Oakland Schools Foundation (OSF) is a registered 501(c)(3) non-profit founded in 2003 by a group of principals and Oakland community leaders.

The Oakland Schools Foundation is dedicated to promoting excellence in Oakland's public schools so that *all* of our students have the opportunity to achieve. OSF is the only organization focused on securing and managing resources and providing expert operational and fundraising services for those Oakland schools that serve primarily low-income students.

OSF has nine staff members who have helped schools raise **\$20 million** in public and private funds since 2003. To learn more about these are other results, please see our **Results and Impact document**.

The Oakland Schools Foundation supports OUSD's vision for full-service community schools. See our **fact sheet** illustrating how our services align with the district's goals.

For more on what we do, visit our **FAQ page** or **download our brochure**.

Search



"I have **complete confidence** in the Oakland Schools Foundation and all of its staff to provide the excellent and essential operational services that help our school to be successful."

— Aaron Townsend, Principal,
Coliseum College Prep Academy,
Feb. 8, 2008



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About

About

[Contact Us](#)

[FAQ](#)

[History](#)

[OSF Core Values](#)

[OSF Results and Impact](#)

[OSF Newsletters](#)

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Advisory Council

[Click here](#) to read about the role of OSF's Advisory Council.

Madeleine Clarke

Fundraising Consultant, OUSD

Former Development Director, BayCES

Mary Dietz

International consultant specializing in assisting educators in building capacity

Co-founder of LearnCity

Sharon Dolan

Executive Director, Oakland Youth Chorus

Carrie McPherson Douglass

Senior Director of Strategy and Innovation, Rogers Family Foundation

Laura Feeney

Principal Consultant, Feeney Associates, Inc.

Former Director of Programs and Communication, OSF

Laura Flaxman

Principal, ARISE High School

Former Director of Coalition of Essential Schools

Founding OSF board member

Edward Hannemann

Chair, Oakland Community After-School Alliance

Former member of POC of Oakland Fund for Children and Youth

Kim Hofmann

Salesforce.com Senior Consultant, Elkhorn Consulting Partners

Rebecca Hopkins

Public Information Officer, Oakland Unified School District

Gail Kaufman

Deputy Director, UC Berkeley, Center for Educational Partnership

Karen Ransom

Former Executive Director, Museum of Children's Art

Delphine Sherman

Director of Finance, Aspire Public Schools

Arlene Shmaeff

Education Consultant
Project Director, Journal Learning: Fostering Social/Emotional Literacy
in the Classroom

Jodi Servatius

Interim Dean, College of Education and Allied Studies, Cal State East
Bay Hayward

Hae-Sin Thomas

Executive Director, Education for Change
Former Director of New Schools Development, OUSD
Founding OSF board member

The Role of the OSF Advisory Council

Expert Feedback and Guidance: OSF staff and Board of Directors look to each member of the Advisory Council as a resource for guidance and feedback in areas and skill sets that are specific to them. The Advisory Council encompasses a broad spectrum of people involved education, family engagement, enrichment programs, district leadership, philanthropy, business, organizational development, community development, policy, information technology, finance, and many other areas.

VIP Dialogue: Each December OSF hosts a VIP Dialogue which the Advisory Council is asked to attend. The objective of this event is to foster a group discussion about the progress of the organization, its outcomes to date, and OSF's effectiveness in identifying and addressing the needs of the schools, students, and community. With this feedback, OSF staff and board continue to revise the OSF strategies.

Building a Base of Support: OSF looks to Advisory Council members to be advocates for OSF in our community by informing people about our work and about public school education, by bringing people to OSF events and school tours, and by attracting individuals and donors to make financial and in-kind contributions.

Building Organization Credibility and Visibility: Advisory Council members demonstrate their support by allowing OSF identify them as advisors on the website, in events, and in collateral materials. This builds the organization's credibility and makes OSF more visible as a leading institution in the community.

Decision-Making Authority: The Advisory Council has no formal role in making strategic or funding decisions at OSF.

Committees: OSF has not yet developed a committee structure for the Advisory Council but may do so in 2010-11.

Last updated December 1, 2011

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

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

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

- 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

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

OUSD Staff Contact Emails about this contract should be sent to: (required) Renee.McMearn@ousd.k12.ca.us

Contractor Information

Contractor Name	Oakland Schools Foundation	Agency's Contact	Mike Barr			
OUSD Vendor ID #	V053845	Title	Executive Director			
Street Address	3700 Cooledge Avenue, Suite 301	City	Oakland	State	CA	Zip 94602
Telephone	(510) 842-3461	Email (required)	mike@oaklandschoolsfoundation.org			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	10/11/2012	Date work will end	06/21/2012	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
4124	21st CCLC Core	3351862401 R0305690	5825	\$ 71,570.00
4124	Equitable Access	3351864401 R0305691	5825	\$ 21,477.00
4124	Family Literacy	3351863401 R0305692	5825	\$ 11,624.00
Requisition No. (required)	listed above	Total Contract Amount		\$ 104,671.00

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Sean McClung	Phone	(510) 451-5902
	Site / Department	338/Metwest High School		Fax	(510) 451-5903
	Signature			Date Approved	10/3/12
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"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	10/3/2012
3.	Regional Executive Officer				
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
Signature			Date Approved	10-4-12	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
	Signature			Date Approved	10-12-12
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		

2208
Rm