

Board Office Use: Legislative File Info.	
File ID Number	17-1366
Introduction Date	6-14-17
Enactment Number	17-0853
Enactment Date	6/14/17



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board Education

From Devin Dillon, Ph.D., Interim Superintendent

Board Meeting Date
(To be completed by Procurement) _____

Subject Professional Services Contract Amendment No. 1 -
Communités in Collaboration, LLC. _____ -
_____ (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 Communités in Collaboration, LLC. Services to be primarily provided to _____ for the period of March 1, 2017 through August 31, 2017.

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

Extended the time to the end of August 2017, in order to complete the work described in the Scope of Work in the original contract.

Discussion
One paragraph summary of the amended scope of work.

None

Recommendation Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and Communités in Collaboration, LLC. Services to be primarily provided to _____ for the period of March 1, 2017 through August 31, 2017.

Fiscal Impact Funding resource name (please spell out) General Fund
_____ not to exceed \$ 0.00

Attachments

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

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AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Communitas in Collaboration, LLC. (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on March 1, 2017, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work is unchanged. The scope of work has changed.
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.
 Revised scope of work attached. **OR** The CONTRACTOR agrees to provide the following amended services:

2. **Terms (duration):** The term of the contract is unchanged. The term of the contract has changed.
If the term has changed: The contract term is extended by an additional 2 months (days/weeks/months), and the amended expiration date is August 31, 2017.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation has changed: The contract price is amended by
 Increase of \$ \$0.00 to original contract amount
 Decrease of \$ _____ to original contract amount
and the new contract total is _____ dollars (\$ 0.00)

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)
/	/	/	\$ 0.00
/	/	/	\$
/	/	/	\$

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

CONTRACTOR

President, Board of Education

Date

Contractor Signature

Date

Superintendent

Chief or Deputy Chief

Print Name, Title

Secretary, Board of Education

Date

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 original contact - File ID 17-0400

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.

See original Contract - File ID 17-0400

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

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

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

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: _____
- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
- 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.



AMENDMENT ROUTING FORM 2016-2017

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1

Directions

Services beyond the original contract cannot be provided until the amendment is fully approved and PO is 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
- Contract amendment packet including Board Memo and Amendment Form
 - Amended Scope of Work (Be specific as to what additional work is being done by this consultant.)
 - Board approved copy of the original contract and any prior Amendments.

OUSD Staff Contact Emails about this contract should be sent to: (required)

Contractor Information

Contractor Name	Communités in Collaboration, LLC.	Agency's Contact	Communités in Collaboration, LLC.			
OUSD Vendor ID #	I006915	Title	Consultant			
Street Address	7800 MacArthur Boulevard	City	Oakland	State	CA	Zip 94605
Telephone	510-684-6710	Email (required)	heather@communitiesincollobaration.com			

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 0.00	Original PO #		New Requisition #	
Amended Amount	\$ 0.00	Start Date	March 1, 2017	End Date	August 31, 2017
New Total Contract Amount	\$ 0.00	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
			5825	
			5825	
			5825	

Approval and Routing (in order of approval steps)

Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.

1.	Administrator / Manager (Originator)	Name	Phone
	Site/Department (Name & #)		Fax
	Signature		Date Approved
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input 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		Date Approved
3.	Network Superintendent/Deputy Network Superintendent		
	Signature		Date Approved
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input checked="" type="checkbox"/> Under <input type="checkbox"/> Over \$, _____		
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site		
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work		
	Signature		Date Approved
5.	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	17-0400
Introduction Date	3/8/2017
Enactment Number	17-0312
Enactment Date	3/8/17



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools Thriving Students

Memo

To Board of Education
From Jody London, District 1 Director

Board Meeting Date
(To be completed by Procurement) 3/8/17

Subject Professional Services Contract - Communities in Collaboration, LLC.
- Board of Education - District 1 (site/department)

Action Requested Approval of professional services contract between Oakland Unified School District and Communities in Collaboration, LLC. Services to be primarily provided to Board of Education - District 1 for the period of March 1, 2017 through June 30, 2017.

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

Oakland's District 1 includes many of the most desirable schools in the city, and it includes some schools that are not schools of choice. District 1 also includes the Santa Fe site, which since 2012 has been used as a temporary school site for Emeryville High School and now Glenview Elementary School, while those schools undergo construction. There is strong interest from the community in seeing the Santa Fe site continue to be used for an education purpose as a district school. The School Board also is examining policy changes around enrollment and school portfolio, and is developing an updated facilities master plan. This consultant will help Director London reach out to the various constituencies who have chosen, or may choose, North Oakland schools to better understand their hopes and expectations for a robust K-12 pipeline. The research will inform the policies and facilities master plan as they pertain to District 1, and engage the community in decisions about the North Oakland portfolio of schools.

Discussion
One paragraph summary of the scope of work.

- The consultant will:
- Convene discovery meetings
 - Develop online survey
 - Work with existing networks – school board, PTAs, and school site leadership – to publicize survey
 - Compile survey data for use in focus groups
 - Convene and facilitate two focus groups, using the assistance of existing networks to identify participants
 - Complete analysis of data from survey and focus groups
- Develop a brief summary report to be presented to District 1 Director

Recommendation

Approval of professional services contract between Oakland Unified School

District and Communities in Collaboration, LLC. Services to be primarily provided to Board of Education - District 1 for the period of March 1, 2017 through June 30, 2017.

Fiscal Impact

Funding resource name (please spell out) General Fund
not to exceed 6,000.00

Attachments

- Professional Services Contract including scope of work
- Search Result
- Proposal

Board Office Use: Legislative File Info.	
File ID Number	17-0400
Introduction Date	3/8/2017
Enactment Number	17-0212
Enactment Date	3/8/17



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2016-2017

This Agreement is entered into between Communities in Collaboration, LLC.

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

1. **Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on March 1, 2017, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$ 87,800 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$ 87,800, whichever is later. The work shall be completed no later than June 30, 2017.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Six Thousand Dollars Dollars (6,000.00) [per fiscal year], at an hourly billing rate not to exceed \$ 150.00 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: _____

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.

4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* _____ which shall not exceed a total cost of _____.
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.
6. **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.
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: Jody London
Site /Dept.: Board of Education - District 1
Address: 1000 Broadway
Oakland, CA 94607
Phone: 510-879-8199
Email: Jody.London@ousd.org

CONTRACTOR:

Name: Communities in Collaboration, LLC.
Title: Consultant
Address: 7800 MacArthur Boulevard
Oakland CA 94605
Phone: 510-684-6710
Email: heather@communitiesincollaboration.com

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 access to

Professional Services Contract

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

[Handwritten signature]

- President, Board of Education
- Superintendent
- Chief or Deputy Chief

[Handwritten signature]

Secretary, Board of Education

CONTRACTOR

Heather Imboden

Digitally signed by Heather Imboden
DN: cn=Heather Imboden, o.ou,
email=heather@communitiesincollaboration.com, c=US
Date: 2017.03.02 12:31:19 -0800

Contractor Signature
Heather Imboden, Principal
Communities in Collaboration, LLC.

Consultant

Print Name, Title

Form approved by OUSD General Counsel for 2016-17 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.

The consultant will perform the following for District 1 Board Director:

- Convene discovery meetings
- Develop online survey
- Work with existing networks – school board, PTAs, and school site leadership – to publicize survey
- Compile survey data for use in focus groups
- Convene and facilitate two focus groups, using the assistance of existing networks (as named above) to identify participants
- Complete analysis of data from survey and focus groups
- Develop a brief summary report to be presented to District 1 Director

Professional Services Contract

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.

- A widely disseminated online survey to understand parent and community priorities for their students and
- Follow up focus groups to engage diverse stakeholders in conversation about the survey findings to help inform future decision making.

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

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

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

Please select:

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

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

1. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2016-2017



Basic Directions

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

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

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

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

OUSD Staff Contact *Emails about this contract should be sent to:* (required)

Contractor Information

Contractor Name	Communities in Collaboration, LLC.	Agency's Contact	Communities in Collaboration, LLC.				
OUSD Vendor ID #	1006915	Title	Consultant				
Street Address	7800 MacArthur Boulevard	City	Oakland	State	CA	Zip	94605
Telephone	510-684-6710	Email (required)	heather@communitiesincollaboration.com				
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	March 1, 2017	Date work will end	June 30, 2017	Other Expenses	
Pay Rate Per Hour (required)	\$ 150.00	Number of Hours (required)	40		

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
0000	General Fund	9409000721	5825	\$ 6,000.00
			5825	
			5825	
Requisition No. (required)			Total Contract Amount	\$ 6,000.00

Approval and Routing (in order of approval steps)

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


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

1.	Administrator / Manager (Originator)	Name	Jody London	Phone	510-879-8199	
	Site/Department (Name & #)	Board of Education - District 1			Fax	
	Signature				Date Approved	
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Community Schools & Student Services <input type="checkbox"/> Risk Mgmt					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)					
	Signature				Date Approved	
3.	Network Superintendent/Deputy Network Superintendent					
	Signature				Date Approved	
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ _____					
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
	Signature				Date Approved	
5.	Superintendent, Board of Education <i>Signature on the legal contract</i>					
Legal Required if not using standard contract		Approved		Denied - Reason		
Procurement	Date Received			PO Number		



Proposal and Scope of Work

North Oakland Community Survey on K-8 Needs



Developed for School Board Director Jody London

by

Communities in Collaboration, LLC

As in much of the Bay Area, North Oakland is experiencing rapid demographic changes. Young families have flocked to neighborhoods that offer lower cost of living than in San Francisco or the Peninsula. At the same time, many long-time Oakland residents find themselves priced out of their home neighborhoods. As the demographics continue to shift, it is important to ensure that the public elementary, middle, and high schools available to North Oakland families meet needs of those both new to the community and long-time residents. Currently North Oakland families are served by a number of elementary schools - some over-enrolled, others under-enrolled, as well as Claremont Middle School (a middle school program at Sankofa is currently being phased out), Oakland Technical High School and Oakland International High School. A number of program sites are currently in transition - these include Sankofa and the former Santa Fe Elementary site housing Glenview Elementary students until 2019.

With these school and neighborhood shifts in process, now is the time to reach out to community to ensure available schools are meeting their needs. It is the goal of Oakland Unified School District (OUSD), and Director London, to ensure that families have excellent local public schools available to them and that programs are strong enough to support all students in arriving at high school prepared to succeed in rigorous programs and academies. The goal of this proposed work is to reach out to the various constituencies who have chosen, or may choose, North Oakland schools to better understand their hopes and expectations for a robust K-12 pipeline through:

- A widely disseminated online survey to understand parent and community priorities for their students and
- Follow-up focus groups to engage diverse stakeholders in conversation about the survey findings to help inform future decisionmaking.

This data will also be supported by new demographic and school site data being developed as part of a District-wide facilities master planning process. With local and District data in hand, school board members will be better able to make policy decisions that meet the needs of local families.

Based on prior experience with community engagement and working with Oakland Unified, Communities in Collaboration (CIC) recommends a four-step process to developing recommendations based on robust data.

Discovery (early to mid-March). Meet with school board members(s), District staff, and other key decisionmakers to further refine goals for this work to ensure the findings will meet OUSD needs.

2. **Survey development and deployment (mid-March to mid-April).** Using information gleaned in the discovery phase, CIC will develop an online survey seeking input from current (and future) OUSD parents. CIC will rely on support from Director London in disseminating information about the survey and will work through existing PTA and school site contacts to generate participation.
3. **Survey data analysis and focus groups (2) (mid-April to mid-May).** Working with small groups of stakeholders, CIC will lead discussion of the survey data to ground truth findings and further illuminate "the story behind the numbers." In our experience, these discussions are critical to ensuring the data is interpreted correctly by including those closest to it in the conversation.
4. **Final report (mid-May to mid-June).** The findings from the survey and focus group will be summarized in a brief (3-5 page) report.

The scope of work outlined in this proposal is expected to take approximately 3-4 months. Assuming an early March 2017 start, the final report should be available by mid-June 2017.

Communities in Collaboration will be responsible for:

- Convening discovery meetings
- Developing online survey
- Working with existing networks – school board, PTAs, and school site leadership – to publicize survey
- Compiling survey data for use in focus groups
- Convening and facilitating two focus groups, using the assistance of existing networks (as named above) to identify participants
- Completing analysis of data from survey and focus groups
- Developing a brief summary report to be presented to Director London

Translation of materials to be discussed as needed.

This estimate is based on the scope of work described above. Extension of scope of project time frame may result in increased costs not reflected here. CIC bills for hours worked and actual expenses only. Additional work required by changes to the scope of the project will be billed at \$150/hour.

Costs	Rate	Hours	Project total
		Total	6,000.00

This estimate assumes that OUSD will provide any translation of materials and translations services needed for key community events and communications.

Payment schedule: Consultant time and expenses will be billed at the end of each month. Payment is due within 30 days.

Project contact:

Heather Imboden, Principal
Communities in Collaboration, LLC
7500 MacArthur Boulevard
Oakland, CA 94605
h.imboden@communitiesincollaboration.com

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