Board Office Use: Leg	islative File Info.
File ID Number	13-0879
Introduction Date	6/12/13
Enactment Number	1341046
Enactment Date	6/12/13
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Community Schools, Thriving Students

memo	
То	Board of Education
Free	Tony Smith, Ph.D., Superintendent
From	By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
	Vernon Hal, Deputy Superintendent, Business & Operations
<b>Board Meeting Date</b> (To be completed by Procurement)	
Subject	Professional Services Contract Amendment - 1
Subject	<u>Corey Newhouse dba Public Profil Oakland</u> CA (Contractor, City/State) - 922/ FSCP - Health & Wellness (site/department)
Action Requested	Ratification by the Governing Board of the amendment to the professional services contract between the District and Corey Newhouse dba Public Profit, LLC
	Services to be primarily provided to <u>922/ FSCP - Health &amp; Wellness</u> for
	the period of <u>2/1/2013</u> through <u>08/30/2013</u> , in an amount not to exceed \$ 2,000.00
Background	Public Profit, LLC will build upon its existing relationship with the OUSD After School Programs Office and
A one paragraph explanation of why an amendment is needed.	its experience evaluating the After School Wellness Learning Community during the 2010-2011 and 2011-2012 school years. Research shows that using an outside consultant can produce a more valuable, honest needs assessment than if done in-house and Public Profit has developed a specific set of tools and activities that align with the program. Public Profit will facilitate 2 focus groups with OUSD principals to discuss revisions to the OUSD School Wellness Policy and feasibility of implementing health education curriculum into schools.
Discussion One paragraph summary of the amended scope of work.	Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between District and Corey Newhouse dba LLC Public Profit, Oakland, CA, for the latter to provide a plan and develop tools to facilitate and analyze results of two focus groups targeting OUSD Principals for the period of February 1, 2013 through August 30, 2013, in the amount of \$2,000.00 increasing the agreement from \$16,520.00 to a not to exceed amount of \$18,520.00.
Recommendation	Ratification by the Governing Board of the amendment to the professional services contract between the District and <u>Corey Newhouse dba Public Profit</u> , LLC
	Services to be primarily provided to <u>922/ FSCP - Health &amp; Wellness</u> for
	the period of <u>2/1/2013</u> through <u>08/30/2013</u> , in an amount not to exceed \$2,000.00
Fiscal Impact	Funding resource name (please spell out) Interfund Food
	not to exceed \$ <u>2,000.00</u>
Attachments	<ul><li>Contract Amendment</li><li>Copy of original contract</li></ul>

Board Office Use: Legislative File Info.			
File ID Number	13-0879		
Introduction Date	6/2/13		
Enactment Number	12-1046		
Enactment Date	6/12/13		
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Community Schools, Thriving Students

# AMENDMENT NO. 1

TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Corey Newhouse dba Public Profit, (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on February 1, 2013, and the parties agree to amend that Agreement as follows:

1.	Services: The scope of work has <u>changed</u> . ONLY the funding source has changed.
Fur	<ul> <li>If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</li> <li>Revised scope of work attached. OR, The CONTRACTOR agrees to provide the following amended services:</li> <li>anding Source changed to Interfund Food.</li> </ul>
2.	<b>Terms</b> (duration): The term of the contract is <u>unchanged</u> .
2.	
	If the term has changed: The contract term is extended by an additional(days/weeks/months), and the amended expiration date is
3.	<b>Compensation:</b> The contract price is <u>unchanged</u> .   The contract price has <u>changed</u> .
	If the compensation has changed: The contract price is amended by
	Increase of \$2,000.00 to original contract amount
	Decrease of \$to original contract amount
	and the new contract total is Eighteen Thousand Five Hundred Twenty dollars (\$18,520.00)

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

#### 5. Amendment History:

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

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

#### OAKLAND UNIFIED SCHOOL DISTRICT

 $\frac{5 - 6 - 201 3}{\text{Date}}$ President Board of Education Superintendent or Designee Edgar Rakestraw, Jr., Secretary

Edga Brakestraw of Secretary Board of Education

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	12		

Contractor/Signature 4/25/B Contractor/Signature Date Corey Newhouse, Founder & Principal Print Name Title

CONTRACTOR

Date

## **EXHIBIT "A" Scope of Work**

## DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is <u>not</u> 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 <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between District and Corey Newhouse dba LLC Public Profit, Oakland, CA, for the latter to provide a plan and develop tools to facilitate and analyze results of two focus groups targeting OUSD Principals for the period of February 1, 2013 through August 30, 2013, in the amount of \$2,000.00 increasing the agreement from \$16,520.00 to a not to exceed amount of \$18,520.00.

# SCOPE OF WORK

Corey Newhouse dba Public Profit, LLC will provide a maximum of 28.57 hours of services at a rate of \$70.00 per hour for a

total not to exceed \$2,000.00 ... Services are anticipated to begin on 2/1/2013 and end on 08/30/2013

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

Public Profit will oversee 2 principal focus groups around wellness policy revisions and health education implementation for the FSCP Department of OUSD. Specific activities include:

- 1. Preparation of facilitators guides for 2 focus groups: 1 elementary and 1 secondary.
- 2. Facilitate the 2, 2-hour focus groups between May and June, 2013.
- 3. Document notes and input from the focus groups.
- 4. Analyze results and report back to staff from FSCP Health and Wellness.
- 2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

The focus groups will illicit unbiased, direct input into the revision of the OUSD Board Wellness Policy from key stakeholders, elementary and secondary principals. The focus groups will also provide the opportunity for input into a sequential health education curriculum for the District. A revised wellness policy and district-wide health education curriculum will improve the health of students, increasing their school attendance. In addition, the principal focus groups will identify gaps in health services being provided, allowing the Health & Wellness Unit better able to address these needs.

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

- Ensure a high quality instructional core
- Develop social, emotional and physical health
- Create equitable opportunities for learning
  - High quality and effective instruction

Prepare students for success in college and careers

Safe, healthy and supportive schools

Accountable for quality

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.



AMENDMENT ROUTING FORM

# PROFESSIONAL SERVICES CONTRACT AMENDMENT No. \_\_\_\_\_

				Direction	าร				
ervices beyo	nd the origin	al contrac	ct cannot be provid			has been	fully approve	d and the P	urchase Or
			amount has b						
1. Contro	ictor and OU	ISD contro	act originator reach	agreement of	on modifica	tion to orig	inal Scope of	Work.	
2. Insert	the amendm	nent numb	er (i.e. if this is the	e first amend	ment enter	"1," second	d enter "2," e	tc.) at the t	op of the
amend	ment.								
3. If con	tract total a	mount has	s increased, the sco	pe of work h	as changed.	OUSD co	ntract origina	itor creates	s new
requis	ition with th	e original	PO number refere	enced in the	item desci	ription.			
4. OUSD	contract ori	iginator su	ubmits amendment p	backet to Pro	curement f	or approva	l within two <mark>w</mark>	eeks of cre	ating the
requis	ition.								
hen the con	tract amend	ment is a	pproved Procureme	int will add a	additional f	unds to th	e <u>original</u> Pu	rchase Ord	er.
tachment	Cor	ntract ame	ndment packet inclu	ding Board M	emo and An	nendment F	orm		
hecklist	Am	ended Sco	ope of work (Be spec	ific as to what	t additional	work is beir	ng done by this	s consultant.	.)
			oved copy of the orig						
JSD Staff Con	tact Emails at	bout this cor	ntract should be sent to	c (Required)	sheila.c	lark@ousd	.k12.ca.us		
			Cor	ntractor Info	ormation				
ontractor Nam	e Corey	Newhouse	e dba Public Profit, Ll	LC Agency	's Contact	Corey Nev	vhouse		
JSD Vendor I				Title		Principal			
reet Address	1212 B	roadway,	Suite 1200	City	Oakland		State CA	Zip	94612
elephone	(510) 5	51-5708		Email	corey@pu	blicprofit.ne	t		
	Co	mnensa	tion and Terms –	Must he wi	thin the O	USD Billin	a Guideline	e e	
iginal Contra		\$ 16,520			PO Numbe			P1305966	
nended Amou		\$2,000.0		New Re	equisition #			R0317169	
ew Total Cont	ract Amount	\$ 18,520	0.00	Start Da	Start Date 2/1/2013		End Da	ate 08/30/2	013
ay Rate Per H	OUI (Required)	70.00	0	Numbe	r of Hours (R	equired)	28.57		
			B	udget Infor	mation				
lf you a	re planning to i	multi-fund a	contract using LEP fur			and Federal	Office <u>before</u> c	ompleting req	uisition.
If you a Resource #	re planning to r Resource					and Federal	Office <u>before</u> c Object Code		uisition. Amount
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Board Office Use: Le	egislative File Info.
File ID Number	13-0277
Introduction Date	2/27/13
<b>Enactment Number</b>	13-0413
Enactment Date	2-27-1301

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Community Schools, Thriving Students

Memo	
То	The Board of Education
From	Tony Smith, Ph.D., Superintendent By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action Vernon Hal, Deputy Superintendent, Business & Operations
<b>Board Meeting Date</b> (To be completed by Procurement)	2-27-13
Subject	Professional Services Contract -           Corey Newhouse dba Public Pro Oakland         CA (contractor, City State)           922/ Family Schools and Community Partnerships         (site/department)
Action Requested	Ratification of a professional services contract between Oakland Unified School District and <u>Corey Newhouse dba Public Profit, LLC</u> . Services to be primarily provided to <u>922/ Family Schools and Community Partners</u> for the period of <u>02/01/2013</u> through <u>08/30/2013</u> .
Background A one paragraph explanation of why the consultant's services are needed.	Public Profit, LLC will build upon its existing relationship with the OUSD After School Programs Office and its experience evaluating the After School Wellness Learning Community during the 2010-2011 and 2011-2012 school years. Research shows that using an outside consultant can produce a more valuable, honest evaluation than if done in-house and Public Profit has developed a specific set of tools and activities that align with the program.
Discussion One paragraph summary of the scope of work.	Ratification by the Board of Education of a Professional Services Contract between District and Corey Newhouse dba Public Profit, LLC, Oakland, CA, to develop and oversee completion of all of the following activities for 3 after school wellness learning communities (physical activity, gardening and nutrition/cooking) for 30 sites throughout the District. Key deliverables include participant implementation log, participant survey; documentation of best practices and case examples, data analysis of Cityspan Technologies, Inc. student attendance data, and the final report for the period of February 1, 2013 through August 30, 2013, in an amount not to exceed \$16,520.00.
Recommendation	Ratification of professional services contract between Oakland Unified School District and <u>Corey Newhouse dba Public Profit, LLC</u> . Services to be primarily provided to <u>922/ Family Schools and Community Partners</u> for the period of <u>02/01/2013</u> through <u>08/30/2013</u> .
Fiscal Impact	Funding resource name (please spell out)       Bechtel After         School Wellness       not to exceed \$ 16.520.00
Attachments	<ul> <li>Professional Services Contract including scope of work</li> <li>Fingerprint/Background Check Certification</li> <li>Commercial General Liability Insurance Certification</li> <li>TB screening documentation</li> <li>Statement of qualifications</li> </ul>

Board Office Use: Legi	slative File Info.
File ID Number	13-0277
Introduction Date	222113
Enactment Number	13-0413
Enactment Date	2-27-13



# **PROFESSIONAL SERVICES CONTRACT 2012-2013**

This Agreement is entered into between the Oakland Unified School District (OUSD) and <u>Corey Newhouse dba Public Profit, LLC</u> (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:

- 1. 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 <u>02/01/2013</u>, 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 <u>08/30/2013</u>.
- 3. Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed <u>Sixteen Thousand Five Hundred and Twenty</u> Dollars (\$<u>16,520,00</u>). 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:
  - 1. 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.
  - 2. Agencies or organizations:

Insurance Certificates and Endorsements - Workers' Compensation insurance in compliance with section 9 herein.

- 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:

OUSD Representative:	CONTRACTOR:
Name: Michelle Oppen Name: Corey Newhouse dba Public Profit, LLC	
Site /Dept.: 922/ Family Schools and Community Partnerships	Title: Principal
Address: 746 Grand Avenue	Address: 1212 Broadway Suite 1200
Oakland, CA 94610	Oakland CA 94612
Phone: (510) 273-1676	Phone: (510) 551-5708

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.

- 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 of 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.

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

Contractor initial:

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

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

- 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 sea. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

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

#### Summary of terms and compensation:

Anticipated start date: 02/01/2013

Work shall be completed by: 08/30/2013

Total Fee: \$ 16,520.00

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education

V Superintendent or Designee

Date

Secretary, Board of Education

Certified:

Edgar Rakestraw, Jr., Secretor **Board of Education** 

Contractor Signature

Date

Corey Newhouse dba Public Pro: Principal Print Name, Title

File ID Number: 13-0 Introduction Date: 2-27-13 Enactment Number: 13-0413 Enactment Date: 2 By:

Rev 4/11/12 v1

Page 4 of 6

### EXHIBIT "A" Scope of Work

## DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is <u>not</u> 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 <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

Ratification by the Board of Education of a Professional Services Contract between District and Corey Newhouse dba Public Profit, LLC, Oakland, CA, to develop and oversee completion of all of the following activities for 3 after school wellness learning communities (physical activity, gardening and nutrition/cooking) for 30 sites throughout the District. Key deliverables include participant implementation log, participant survey; documentation of best practices and case examples, data analysis of Cityspan Technologies, Inc. student attendance data, and the final report for the period of February 1, 2013 through August 30, 2013, in an amount not to exceed \$16,520.00.

# SCOPE OF WORK

<u>Corey Newhouse dba Public Profit, LLC</u> will provide a maximum of <u>236.00</u> hours of services at a rate of <u>\$70.00</u> per hour for a total not to exceed <u>\$16,520.00</u>. Services are anticipated to begin on <u>02/01/2013</u> and end on <u>08/30/2013</u>.

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 primary evaluation activities for the after school wellness learning community include:

1. Participant Implementation Log: Each of 3 tracks (physical activity, garden, and nutrition) will receive a template for a monthly implementation log, which Public Profit will develop, provide and collect from learning community leads. Data from this will provide formative feedback for the facilitators and will be used by the evaluation team as a whole.

 Participant End of Session Surveys: Public Profit will design and facilitate the administration of a participant end of Learning Community Survey, as well as analyze the results for a report. This will be designed as a retrospective pre-assessment tool.
 Documentation of Best Practices/ Case Examples: Public Profit will write a report summarizing the project. case examples, participant outcomes and youth outcomes.

4. Data Analysis of City Span: Public Profit will analyze data from City Span for participating sites to document the extent to which all youth participate in physical activity.

5. Public Profit will produce a final evaluation report for OUSD and the funder, the S.D. Bechtel, Jr. Foundation.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

The After School Wellness Learning Community Evaluation by Public Profit will provide valuable data to inform after school learning community continuous program improvement efforts, health and wellness program improvements and key information to demonstrate successes and learning opportunities to the funder. The evaluation will document the contribution that after school programs can make to improving the health of our students and can have a great impact on the students, their families and the after school providers. As a result of this evaluation, 30 after school program sites will have specific data to use in their own planning as well as to continue to influence District-wide support.

3.	Alignment with District Strategic Pla	an: Indicate the goals and visions supported by the services of this contri	ract:
	(Check all that apply.)		

- Ensure a high quality instructional core
- Develop social, emotional and physical health
- Create equitable opportunities for learning
  - High quality and effective instruction

Prepare students for success in college and careers

Safe, healthy and supportive schools

- Accountable for quality
- 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.

# [public profit]

# About Public Profit

Public Profit is an independent consulting firm that helps public service organizations measure and manage what matters. Our core service areas are program evaluation, needs assessments & data books, training & capacity building and surveys & assessments.

Public Profit's projects include:

- Comprehensive evaluations of school-based after school program networks in Oakland and San Francisco, California.
- Publishing First Steps, a comprehensive data guide for First Five San Francisco.
- Creating easy-to-use evaluation tools for MusicianCorps, a national music education initiative.
- Developing point-of-service quality observation rubrics and staff training curricula for the San Francisco Department of Children Youth and their Families.

Our mission - helping public service organizations measure and manage what matters encapsulates our approach to our work. We leverage deep content-area expertise in out-ofschool time programs, public education, coaching and mentoring, and family support with a broad-based knowledge of evaluation methods and data sources to develop relevant, compelling products and services.

For the past three years, Public Profit has partnered with the Oakland Unified School District's After School Programs Office to evaluate several Professional Learning Communities (PLCs) offered to program staff. This work has incorporated varied data sources including observations, interviews, staff surveys, and youth surveys. Our findings have helped PLC planners to improve the design and implementation of these professional development supports. Corey Newhouse - Founder and Principal. Ms. Newhouse has a wide range of experience in evaluating programs that serve children and families, including coaching and training/technical assistance efforts to improve program quality. Ms. Newhouse earned her Bachelor's degree from Columbia College and her Master's degree from the Goldman School of Public Policy at the University of California, Berkeley, with specializations in urban education and evaluation.

Cimone Satele - Research Associate. Ms. Satele has extensive experience as an educational programs evaluator and is currently pursuing a Ph.D. in sociology at UC Santa Cruz. Prior to joining Public Profit, Ms. Satele was a part of the evaluation and research teams at SRI, Mason Tillman Associates, and The Education Trust-West.

Jessica Manta-Meyer - Research Associate. Ms. Manta-Meyer brings several years of experience creating, directing and evaluating a range of social service and health programs, including publicly funded after school programs. Ms. Manta-Meyer administered three comprehensive after-school programs in Oakland, including financial and program reporting, human resources, and agency-led evaluations.

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Oakland, CA 94612									

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## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

OAKLAND UNIFIED SCHOOL DIST 1025 2ND AVE OAKLAND CA - 94606 LOC 01 BLDG 01

CITY AND COUNTY OF SAN FRANCISCO AND SF CHILDREN AND FAMILIES COMMISSION 1390 MARKET STREET, SUITE 318 SAN FRANCISCO CA 94102 LOC 01 BLDG 01

CITY AND COUNTY OF SAN FRANCISCO ITS EMPLOYEES, AGENTS AND OFFICERS ARE LISTED AS ADDITIONAL INSUREDS 1390 MARKET STREET, SUITE 318 SAN FRANCISCO, CA 94102 LOC 01 BLDG 01

SAN FRANCISCO UNIFIED SCHOOL DISTRICT IT BOARD OFFICERS AND EMPLOYEES 135 VAN NESS AVENUE SAN FRANCICO CA 94102 LOC 01 BLDG 01

THE CITY OF OAKLAND ITS COUNCIL MEMBERS, DIRECTORS, OFFICERS, AGENTS, ASSIGNS, VOLUNTEERS AND EMPLOYEES 150 FRANK OGAWA PLAZA

Form IH 12 00 11 85 T SEQ. NO. 001 Printed in U.S.A. Page 001 (CONTINUED ON NEXT PAGE) Process Date: 09/19/12 Expiration Date: 08/17/13

# Search Results

# Current Search Terms: Corey\* newhouse\* dba\* public\* profit\* LLC\*

No records found for current search.

SAM | System for Award Management 1.0

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





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Basic Directions												
Additional directions and related documents are in the School Operations Library (http://intranet.ousd.k12.ca.us)												
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			ager (Originato		Michelle C				Phone	(510) 273-1	_	, couronady
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	Signature	mu	Mel U	hand here	Teleto and Fade		Compression	and some of the second		6111	Committee the	Dortnershine
	Resource Manager, if using funds managed by: State and Federal Quality, Community, School Development Family, Schools, and Community Partnerships										- artrier strips	
2.		work indic	alles compila	in use or restric	ven lesonice		panent wa				12	
	Signature	4	NI	Date Approved							12	
	Signature (if using multiple restricted (esources) Date Approved											
	Regional Executive Officer											
3.	Consultant is gualified to provide services described in the scope of work											
	Signature Cutins Such Date Approved 2/7/2013											
	Deputy Su	perintend	ent Instructio	onal Leadershi	ip / Deputy S	upenintend	ent Busin	ess Operat	tions C	onsultant Aggreg	ate Under 🗖	, Over 🛛 \$50,000
4. Signature Maria Vanter Date Approved 2-12-2013												
5. Superintendent, Board of Education Signature on the legal contract												
Lega	Legal Required if not using standard contract         Approved         Denied - Reason         Date											
Procurement Date Received PO Number D12 411												
	Pictor My											