

Board Office Use: Legislative File Info.	
File ID Number	12-3174
Introduction Date	Jan 9, 2013
Enactment Number	13-0052
Enactment Date	1-9-13



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** 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

**Board Meeting Date**  
(To be completed by Procurement) Jan 9, 2013

**Subject** Professional Services Contract -  
Corey Newhouse dba Public Pro Oakland CA (contractor, City State)  
922/Family, School, and Community Partnerships Dept. (site/department)

**Action Requested** Ratification of a professional services contract between Oakland Unified School District and Corey Newhouse dba Public Profit, LLC. Services to be primarily provided to 922/Family, School, and Community Partnerships for the period of 07/01/2012 through 06/30/2013.

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

Public Profit, LLC, Oakland, CA, offers consulting practice that helps public service organizations navigate data-rich environments through evaluation, needs assessments, and program development. The purpose of the after school program evaluation is to ensure basic requirements for compliance under the federal and state regulations and to assess alignment of programs with the school-day and the overall effectiveness of the goals and objectives of the After School Programs Office.

**Discussion**  
*One paragraph summary of the scope of work.*

Ratification by the Board of Education of the Professional Services Contract between District and Corey Newhouse dba Public Profit, LLC, Oakland, CA, for the latter to provide an evaluation of the Summer Middle School STEM Program; conduct formal site visits and prepare summaries of site visit findings, prepare site-level performance summaries for the Interim and Annual Findings report, collect and summarize promising practices in after school, purchase materials and training modules required to implement the Youth Program Quality Assessment (YPQA), complete state and federal evaluation and performance reports, and present key evaluation findings to District Leadership for the After School Programs Office for the period of July 1, 2012, through June 30, 2013, in an amount not to exceed \$40,000.00.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Corey Newhouse dba Public Profit, LLC. Services to be primarily provided to 922/Family, School, and Community Partnerships for the period of 07/01/2012 through 06/30/2013.

**Fiscal Impact** Funding resource name (please spell out) National Summer  
ASES not to exceed \$ 40,000.00

**Attachments**

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

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**OAKLAND UNIFIED SCHOOL DISTRICT**

**PROFESSIONAL SERVICES CONTRACT 2012-2013**

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

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 07/01/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Forty Thousand Dollars (\$ 40,000.00 ). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  - Individual consultants:
    - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
    - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
    - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
  - Agencies or organizations:
    - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A which shall not exceed a total cost of \$ \_\_\_\_\_.
- 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.

- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

**OUSD Representative:**

Name: Julia Ma  
Site /Dept.: 922/Family, School, and Community Partnerships De  
Address: 746 Grand Avenue  
Oakland, CA 94610  
Phone: (510) 273-1541

**CONTRACTOR:**

Name: Corey Newhouse  
Title: Principal  
Address: 1212 Broadway, Suite 115  
Oakland CA 94612  
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.

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

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

**10. Insurance:**

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

Check one of the boxes below:

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

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

**OR**

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

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

Professional Services Contract

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

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

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

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.  
  
CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.  
  
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/search.do>)

Summary of terms and compensation:

Anticipated start date: 07/01/2012 Work shall be completed by: 06/30/2013 Total Fee: \$ 40,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos  
 President, Board of Education  
 Superintendent or Designee

\_\_\_\_\_  
Secretary, Board of Education

12-16-2012  
Date

\_\_\_\_\_  
Date

CONTRACTOR

Corey Newhouse 11/30/12  
Contractor Signature Date

Corey Newhouse Principal  
Print Name, Title

Certified:

Edgar Rakestraw, Jr. 1/10/13  
Edgar Rakestraw, Jr., Secretary  
Board of Education

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**EXHIBIT "A" Scope of Work**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

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

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

Ratification by the Board of Education of Amendment No. 1 of the Professional Services Contract between District and Corey Newhouse dba Public Profit, LLC, Oakland, CA, for the latter to provide an evaluation of the Summer Middle School STEM Program; conduct formal site visits and prepare summaries of site visit findings, prepare site-level performance summaries for the Interim and Annual Findings report, collect and summarize promising practices in after school, purchase materials and training modules required to implement the Youth Program Quality Assessment (YPQA), complete state and federal evaluation and performance reports, and present key evaluation findings to District Leadership for the After School Programs Office for the period of July 1, 2012, through June 30, 2013, in an amount not to exceed \$40,000.00.

**SCOPE OF WORK**

Corey Newhouse dba Public Profit, LLC will provide a maximum of \_\_\_\_\_ hours of services at a rate of \$\_\_\_\_\_ per hour for a total not to exceed \$40,000.00. Services are anticipated to begin on 07/01/2012 and end on 06/30/2013.

**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.

- 1) Prepare site-level summaries of key participants that outline program performance, stakeholder satisfaction, and participant outcome data. Profiles will compile information from program attendance records, stakeholder surveys, and OUSD student files.
- 2) Prepare and implement two methods workshops for lead agency staff and Site Coordinators on essential evaluation skills, including conducting focus groups, developing and analyzing surveys, and case study methods. Specific topics to be determined in collaboration with the Summer and After School Programs staff. Conduct a supplemental data analysis that explores the characteristics of children who have attended Oakland after school programs for two or more years, exploring whether long-time participants are demographically distinct from other participants, whether their satisfaction with after school programming is higher than other youth, and whether their social, behavioral, and academic outcomes are different from other participants.
- 3) Initiate a quality improvement pilot project, aligned with the Youth Program Quality Assessment (YPQA). including providing copies of the YPQA and securing trainings for staff. These services will enhance after school programs' ability to collect, interpret, and act upon performance and outcome data collected in the evaluation to facilitate ongoing quality improvement.

**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.

This service provides stakeholders with valuable information on student progress from the Summer Middle School STEM Program and the After School Programs connects this information with the students' schools In the fall, insure strategic alignment between summer and after school programs with the school day. By developing and coordinating this connection of student summer achievement information, a more effective alignment will be created in which to support student achievement.

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

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

**4. Alignment with 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.
-

Oakland Unified School District  
Complementary Learning Department, After School Programs Office

AFTER SCHOOL PROGRAMS EVALUATION  
&  
SUMMER ENRICHMENT PROGRAMS  
EVALUATOR SCOPE OF WORK

**I. PROGRAM EVALUATION GOALS**

The After School Program evaluation will take place during the 2012-13 school year, and is co-funded by the Oakland Fund for Children and Youth (OFCY). The evaluation study involves 75 school-based after school programs supported by OUSD, including 66 programs that receive complementary funding from OFCY.

The purpose of this after school program evaluation is two-fold:

1. To meet the basic requirements for *compliance* under federal and state regulations, including 21<sup>st</sup> Century Learning Centers (including After School Safety and Enrichment for Teens/ASSETS).
2. To assess alignment of programs with the school-day and the overall effectiveness of the proposed after school goals and objectives, reflecting the *formative* component of this evaluation.

The compliance component of this program evaluation will adhere closely to the requirements of the California Department of Education and US Department of Education. The formative component will draw upon features of the compliance component but will also extend beyond these requirements to generate useful program assessment and development.

The Summer Enrichment Program evaluation includes 9 middle school-based summer enrichment programs that provide hands-on science and engineering education to OUSD students, coupled with physical activity and recreation. The evaluation explores the extent to which participating programs met the following goals:

- Introduce students to science and engineering practices.
- Increase participants' science and engineering interest and curiosity.
- Increase physical activity over summer and learn new skills through enrichment and recreational opportunities.



## II. PROGRAMS

Seventy five (75) after school programs are included in the after school evaluation:

Elementary Schools (47)		Middle Schools (15)	
165	ACORN WOODLAND	224	ALLIANCE ACADEMY
101	ALLEDALE	TBD	BARACK OBAMA ACADEMY/COMMUNITY DAY
185	ASCEND	206	BRET HARTE
102	BELLA VISTA	201	CLAREMONT
178	BRIDGES ACADEMY	210	EDNA BREWER
103	BROOKFIELD	221	ELMHURST COMMUNITY PREP
105	BURCKHALTER	203	FRICK
168	CARL MUNCK	215	MADISON
108	CLEVELAND	235	MELROSE LEADERSHIP
149	COMMUNITY UNITED ( <i>Lockwood</i> )	212	ROOSEVELT
107	EAST OAKLAND PRIDE ( <i>Webster</i> )	226	ROOTS
115	EMERSON	228	UNITED FOR SUCCESS
181	ENCOMPASS ACADEMY	236	URBAN PROMISE ACADEMY*
177	ESPERANZA ACADEMY ( <i>Stonehurst</i> )	204	WEST OAKLAND MIDDLE
116	FRANKLIN	213	WESTLAKE
172	FRED T. KOREMATSU ( <i>Stonehurst</i> )	High Schools (13)	
117	FRUITVALE	223	BUNCHE
123	FUTURES ELEMENTARY	232	COLISEUM COLLEGE PREP ACADEMY
118	GARFIELD	TBD	CASTLEMONT
119	GLENVIEW	310	DEWEY
114	GLOBAL FAMILY SCHOOL	TBD	FREMONT FEDERATION
122	GRASS VALLEY	335	LIFE ACADEMY
112	GREENLEAF ( <i>Whittier</i> )	351	MCCLYMONDS
170	HOOVER	338	MET WEST
136	HORACE MANN	304	OAKLAND HIGH
166	HOWARD	305	OAKLAND TECHNICAL
186	INTERNATIONAL COMMUNITY SCHOOL	352	RUDSDALE
121	LA ESCUELITA	306	SKYLINE
129	LAFAYETTE	313	STREET ACADEMY
131	LAUREL		
113	LEARNING WITHOUT LIMITS		
133	LINCOLN		
182	M.L. KING, JR.		
179	MANZANITA COMMUNITY		
175	MANZANITA SEED		
138	MARKHAM		
125	NEW HIGHLAND ACADEMY		

144	PARKER		
145	PERALTA		
146	PIEDMONT AVENUE		
183	PLACE @ PRESCOTT		
193	REACH ACADEMY		
192	RISE COMMUNITY SCHOOL		
191	SANKOFA (K-5)		
151	SEQUOIA		
154	SOBRANTE PARK (K-5)		
190	THINK COLLEGE NOW		

Nine middle school-based summer enrichment programs are included in the Summer Enrichment program evaluation:

- Alliance Academy
- Bret Harte Middle School
- Coliseum College Prep Middle School
- Edna Brewer
- Montera Middle School
- Roosevelt Middle School
- ROOTS
- United for Success
- Urban Promise Academy

### III. EVALUATOR ACTIVITIES

As the contracting organization, OUSD expects the contractor to work closely with OUSD staff members on this evaluation project. The objectives of this ongoing working relationship includes the following: for the contractor to provide written and verbal briefings about the progress of the evaluation, to ensure that timelines are being met, to cooperatively resolve issues as they arise, and to share information relevant to the evaluation.

OUSD will:

- Work with the contractor on an ongoing basis to remain informed of after school program and accountability developments;
- Assist in developing of all data-collection instruments;
- Review and approve all data-collection instruments;
- Coordinate access to relevant OUSD databases and data sources;
- Assist in selecting after school program sites for any intensive study;
- Assist or participate in data-collection activities, including administering and collecting surveys and conducting site visits;
- Review qualitative and quantitative data analyses;
- Review statistical methods;
- Monitor the ongoing work of the contractor to ensure compliance with contract terms;
- Review and approve contract changes, if necessary;
- Meet and confer with the contractor about study implementation on a regular basis;
- Review and approve the contractor's draft and final versions of required reports.

OUSD staff will monitor this contract through the following mechanisms:

- Contractor monthly invoices;
- In-person and/or phone conference meetings on a regular basis;
- Phone and email communications as needed;
- Contractor interim and final evaluation reports.

In turn, the contractor will ensure that the following activities are conducted<sup>1</sup>:

For the Summer Enrichment evaluation:

- Field and analyze youth, parent and teacher surveys to Summer Enrichment programs.
- Match youth survey results to participation records for funder-mandated analysis.
- Compose brief findings report describing the extent to which participating programs met the initiative's goals.

For the After School Programs evaluation:

- Participate quarterly evaluation-oriented program meetings that engage Site Coordinators in evaluation design activities, structured data reflection, and best practices sharing.
- Conduct site visits to all after school programs between October 2012 and April 2013.
- Develop, disseminate, and process stakeholder surveys, including: Parent Survey; Student Survey; Principal Survey; School Day Teacher Survey; ASP Office Feedback Survey. (Parent and student surveys will be translated into Spanish, Cantonese, and Vietnamese.)
- Assure that mandated evaluation reports are submitted in a timely manner, including reports to the US Department of Education (for 21<sup>st</sup> Century Community Learning Centers grants) and to the California Department of Education (for ASES, ASSETS, and state 21<sup>st</sup> Century Community Learning Centers grants).
- Compose a mid-year and end-of-year evaluation report for use by the ASP Office, District leaders and community based agencies that manage after school programs.
- Present key findings to District leadership at up to two meetings, at the request of ASP Office staff.
- Participate regularly in ASP Office team meetings to solicit input regarding the evaluation design, to develop learning community agendas, to provide ongoing updates on the evaluation, and to review evaluation findings.
- Purchase materials and training services from the Weikart Center for Youth Program Quality to facilitate the use of the School-Age Program Quality Assessment and Youth Program Quality Assessment tools as the official site visit protocol for the study.

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<sup>1</sup> Note: Nearly all evaluation activities are co-funded by the Oakland Fund for Children and Youth.

#### IV. REQUIRED PRODUCTS AND REPORTS, TIMELINE

The contractor must provide OUSD After School Programs Office with the following products and reports:

- 1) Electronic copy of the Summer Evaluation Program Findings Report, written according to funder guidelines, due September 7, 2012.
- 2) Electronic copies of evaluation reports for funders, due according to deadlines set by the US Department of Education and California Department of Education.
- 3) An electronic copy of the 2012-13 interim evaluation report, due by February 25, 2013.
- 4) An electronic copy of the 2012-13 final evaluation report, due by October 14, 2013.
- 5) An electronic copy of any amendments to the study design.
- 6) Electronic copy of any revised materials intended for use by principals, teachers, students, or parents in OUSD schools.
- 7) Electronic copies of progress reports, including discussion of issues and concerns, and summary of data and/or findings from work completed to date.

The following is a working timeline for the Summer Enrichment Program evaluation:

Month	Primary Activities	Notable Deadlines
August	<p>Process and clean survey data from youth, parents and teachers.</p> <p>Collect and clean program participation data from CitySpan.</p> <p>Link youth survey and participation data, analyze according to funder requirements.</p> <p>Summarize youth, parent and teacher survey data.</p> <p>Draft findings report according to funder requirements.</p>	
September	<p>Deliver polished draft to client; make edits based on client input.</p>	<p>Findings report due to funder September 7, 2012.</p>

The following is a working timeline for the OUSD After School Program evaluation:

Month	Primary Activities	Notable Deadlines
September	<p>Evaluation plan development.</p> <p>Schedule fall site visits.</p>	
October	<p>Collect and aggregate site visit data.</p>	<p>Deliver final evaluation plan to OUSD</p>
November	<p>Prep for Q2 meeting.</p>	<p>OFCY/OUSD Quarterly meeting 2 - All grantee meeting</p>

Month	Primary Activities	Notable Deadlines
	Collect and aggregate site visit data.	
December	Revise stakeholder surveys, as needed. Collect and aggregate site visit data.	
January	Collect and aggregate site visit data. Collect survey format and language preferences from grantees. Begin Mid-Year Findings Report.	Evaluation orientation for new staff (via webinar)
February	Collect and aggregate site visit data. Prepare surveys for distribution. Finalize Mid-Year Findings Report. Prep for Q3 meeting.	OFCY/OUUSD Quarterly meeting #3  Deliver Mid-Year Findings Report to OUUSD
March	Collect and aggregate site visit data. Distribute surveys to sites.	
April	Prep for Q4 meeting	OFCY quarterly reports due
May	Process stakeholder surveys. Begin Final Findings Report - outline, layout, site visit results.	OFCY/OUUSD Quarterly meeting #4 - All grantee meeting  Surveys due to evaluation team
June	Continue Final Findings Report -survey results, program attendance. Complete survey processing.	End of 2012-13 school year
July	Continue Final Findings Report - program attendance, survey results, and available participant performance data. Federal Annual Performance Report into PPICs website	
August	Near-to-final version of Annual Findings Report Federal Annual Performance Report into PPICs website	Draft Annual Report OUUSD  Test score data available
September	Finalize Findings Report Federal Annual Performance Report into PPICs website Prepare mandated data sets for California Department	Federal Annual Performance Report Due  CDE data set due

Month	Primary Activities	Notable Deadlines
	of Education	
October	Finalize Findings Report	Deliver Final Findings Report to ASP Office, Board (on request)

## V. CONTRACT TERMS & REQUIREMENTS

### Contract Funding and Time Period

For the services outlined above, Public Profit will receive up to \$40,000. This amount includes a 10% charge for agency administrative costs associated with this project. Services will begin on September 1, 2012 and end August 30, 2013. The actual starting date is contingent upon approval of the contract by OUSD. Should the funding amount change for any reason, OUSD agrees to negotiate with the contractor a revised scope of work and accompanying budget.

OUSD reserves the right to cancel the contract at any time before the end of the contract period if it believes the contractor has not performed, or is unable to perform, in accordance with the contract. The contract scope will be amended if actual funding levels are less than anticipated.

### Compensation

For services satisfactorily rendered, and upon receipt and approval of the invoices, OUSD agrees to compensate the contractor for actual expenditures incurred in accordance with the rates specified herein. Payments will be made in arrears on a monthly basis upon receipt of an itemized invoice and a progress report of activities.

## V. AGREEMENT AND SIGNATURES

I have read the full terms and requirements of the contract and hereby agree to supply the products and services request in this contract.

Julia Fong Ma  
Signature  
JULIA FONG MA  
Print Name

11-26-12  
Date





POLICY NUMBER: 46 SBA RP5256



**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 FRANCISCO CA 94102  
LOC 01 BLDG 01

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

## Search Results

**Current Search Terms:** public\* profit\* LLC\*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.432.20121130-1953

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



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

## Basic Directions

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

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

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

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

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

## Contractor Information

Contractor Name	Corey Newhouse dba Public Profit, LLC	Agency's Contact	Corey Newhouse		
OUSD Vendor ID #	1003827	Title	Principal		
Street Address	1212 Broadway, Suite 115	City	Oakland	State	CA Zip 94612
Telephone	(510) 551-5708	Email (required)	corey@publicprofit.net		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

## Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	07/01/2012	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$	Number of Hours (required)			

## Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
9147	National Summer	9224871110	5825	\$ 9,884.00
6010	ASES	9221553201	5825	\$ 10,000.00
4124	21st ASSETs	9221862401	5825	\$ 20,116.00
<b>Requisition No. (required)</b>	R0308771		<b>Total Contract Amount</b>	\$ 40,000.00

## 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.epls.gov/epls/search.do>)

1.	<b>Administrator / Manager (Originator)</b>	Name	Julia Ma	Phone	(510) 273-1541
	Site / Department	922/Family, School, and Community Partnerships Dept.		Fax	(510) 273-1551
	Signature	<i>Julia Ma</i>		Date Approved	12-7-12
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Family, Schools, and Community Partnerships	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)			
	Signature	<i>Renee McMearn</i>		Date Approved	11/30/12
	Signature (if using multiple restricted resources)				
3.	<b>Regional Executive Officer</b>	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site			
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>Curtis Clark</i>		Date Approved	12/14/12
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000			
	Signature	<i>Maria Santos</i>		Date Approved	12-16-2012
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal</b> Required if not using standard contract	Approved	Denied - Reason		Date	
<b>Procurement</b>	Date Received	PO Number	P1304628		



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