

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	12-0673
Introduction Date	3/14/12
Enactment Number	
Enactment Date	



**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)* \_\_\_\_\_

**Subject** Professional Services Contract -  
Oakland Schools Foundation Oakland CA (contractor, City State)  
181-EnCompass Academy Elementary (site/department)

**Action Requested** Approval of a professional services contract between Oakland Unified School District and Oakland Schools Foundation. Services to be primarily provided to 181-EnCompass Academy Elementary for the period of 08/29/2011 through 06/29/2012.

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

OSF builds capacity of schools through resource development, building meaningful collaborations through program grants (family involvement, intervention, extended learning, etc), through infrastructure support, technology data management and monitoring of special programs not addressed by OUSD Research Department, and telling our story to other stakeholders and potential partners through marketing materials. As a contract partner, they have been able to exponentially increase our capacity to teach to the whole child. We have been in partnership for 6 years.

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

A contract for services between OUSD and OSF (Oakland, CA), for the latter to provide EnCompass Academy with the following: project coordination; finance administration; donor cultivation, management, and stewardship; crafting of community outreach materials and messages; newsletter; ask letter; email blast; program support; grant renewal, reporting and monitoring; through the period of March 1st through June 29th 2012 in an amount not to exceed \$17,250.00.

**Recommendation** Approval of professional services contract between Oakland Unified School District and Oakland Schools Foundation. Services to be primarily provided to 181-EnCompass Academy Elementary for the period of 08/29/2011 through 06/29/2012.

**Fiscal Impact** Funding resource name (please spell out) UNREST-INSTR  
Tier3-TIIG not to exceed \$ 17,250.00

**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 2011-2012

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

- Services:** CONTRACTOR shall provide the services described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").
- Terms:** CONTRACTOR shall commence work on 08/29/2011, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/29/2012.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Seventeen Thousand Two Hundred and Fifty dollars Dollars (\$ 17,250.00 ). 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: \_\_\_\_\_.

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:* \_\_\_\_\_ 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:

Professional Services Contract

**OUSD Representative:**

Name: Minh-Tram Nguyen  
Site /Dept.: 181-EnCompass Academy Elementary  
Address: 1025 81St. Ave  
Oakland, CA 94621  
Phone: (510) 639-3350

**CONTRACTOR:**

Name: Oakland Schools Foundation  
Title: Julie A. Besaha, Director of Finance and Administration  
Address: PO Box 20238  
Oakland CA 94620  
Phone: (510) 788-4528

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 a 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: \_\_\_\_\_
- 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.

Summary of terms and compensation:

Anticipated start date: 08/29/2011 Work shall be completed by: 06/29/2012 Total Fee: \$ 17,250.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

CONTRACTOR

  
\_\_\_\_\_  
Contractor Signature

2/16/2012  
\_\_\_\_\_  
Date

Oakland Schools Foundation Julie A. Besaha, Director of Finar  
\_\_\_\_\_  
Print Name, Title

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.

A contract for services between OUSD and OSF (Oakland, CA), for the latter to provide EnCompass Academy with the following: project coordination; finance administration; donor cultivation, management, and stewardship; crafting of community outreach materials and messages; newsletter; ask letter; email blast; program support; grant renewal, reporting and monitoring; through the period of March 1st through June 29th 2012 in an amount not to exceed \$17,250.00.

SCOPE OF WORK

Oakland Schools Foundation will provide a maximum of 256.00 hours of services at a rate of \$ 67.38 per hour for a total not to exceed \$17,250.00. Services are anticipated to begin on 08/29/2011 and end on 06/29/2012.

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

Contractor will provide Student data and progress reports for family workshops; 1 newsletter; 1 ask / community outreach letter; Revise school brochure; new design, content from the school; 3 e-mail blasts; update Website; raise funds for Family Involvement Coordinator through collaborative grant; 3 hold trainings/collaborative meetings with Interventions coordinator and Family Involvement Coordinator; coordinate and manage OSF projects and communications with the principal, hold 2 development meetings with staff. Coordinate Family Involvement. Support awareness for Reading 1 Million words Campaign, to increase attendance, character education in separate collaborative.

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.

As a result of services 65% of students will be Proficient and Advance in ELA and Math by Mid-Year Benchmark; All 31 cohort-matched BASIC students in Far Below Basic/Basic up by Mid-Year ELA with focus on African American and English Learners (K-1 TRC, 2-5 ELA benchmark); 75% of students will read (or be read to) 1 million words by June; Each class will have achieve 97% attendance each week.

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.
-

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/16/2011

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

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

INSURED  
Oakland Schools Foundation  
P.O. Box 20238  
  
Oakland CA 94620

**INSURERS AFFORDING COVERAGE**

NAIC #

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

**COVERAGES**

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

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	201116926NPO	09/15/2011	09/15/2012	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 20,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 1,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A		AUTOMOBILE LIABILITY	201116926NPO	09/15/2011	09/15/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	MWC000026111	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$ 1,000,000
		OTHER				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

**CERTIFICATE HOLDER**

Oakland Unified School District  
1025 Second Avenue  
Oakland, CA 94606

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Tracy White/TRW



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

## 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 has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
- For individual consultants: Proof of negative tuberculosis status within past 4 years
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
- For All Consultants with employees: Proof of workers compensation insurance

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

Minh-Tram Nguyen: Tram.Nguyen@ousd.k12.ca.us

## Contractor Information

Contractor Name	Oakland Schools Foundation	Agency's Contact	Julie A. Besaha		
OUSD Vendor ID #	V053845	Title	Director of Finance and Administration		
Street Address	PO Box 20238	City	Oakland	State	CA Zip 94620
Telephone	(510) 788-4528	Email	julie@oaklandschoolsfoundation.org		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

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

Anticipated start date	08/29/2011	Date work will end	06/29/2012	Other Expenses	
Pay Rate Per Hour (required)	\$ 67.38	Number of Hours	256.00	<b>Total Contract Amount</b>	<b>\$ 17,250.00</b>

## Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
0000	UNREST-INSTR	1811110101	5825	\$ 10,000.00
0522	Tier3-TIIG	1811606161	5825	\$ 7,250.00
			5825	\$
<b>Requisition No.</b>	R0203127		<b>Total Contract Amount</b>	<b>\$ 17,250.00</b>

## 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.

1.	<b>Administrator / Manager</b> (Originator)	Name	Minh-Tram Nguyen	Phone	(510) 639-3350
	Site / Department	181-EnCompass Academy Elementary		Fax	(510) 639-3352
Signature				Date Approved	
2.	<b>Resource Manager</b> if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature		Date Approved		
Signature (if using multiple restricted resources)		Date Approved			
3.	<b>Regional Executive Officer</b>				
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site <input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
Signature		Date Approved		2/20/12	
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>				<input type="checkbox"/> Consultant Aggregate Under \$50,000
	Signature		Date Approved		
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal Required if not using standard contract</b>		Approved	Denied - Reason	Date	
<b>Procurement</b>	Date Received	PO Number			

1634





# About

OAKLAND SCHOOLS FOUNDATION



**OAKLAND  
SCHOOLS  
FOUNDATION**

The Oakland Schools Foundation (OSF) is dedicated to promoting excellence in Oakland's

public schools so that *all* of our students have the opportunity to achieve success. OSF is the only organization focused on securing and managing resources and providing expert operational support services for Oakland public schools.

## Our History

OSF was founded as the Oakland Small Autonomous Schools Foundation in 2003 by local business and school leaders to raise funds for school programs. OSF began its work with five founding schools that embodied the small schools movement, which addressed the equity and achievement gap facing schools in Oakland's low-income "flatlands."

Since then, using its work with small schools as a model, OSF has expanded services to 40 schools. In 2010, the organization officially changed its name to Oakland Schools Foundation as it broadened its reach and became the leading education foundation and services agency for Oakland public schools.

OSF is an independent non-profit with 501(c)(3) status.

## Who We Serve and Why

In choosing the schools we work most closely with, we observe criteria that grew out of the small schools movement itself. These schools:

- serve majority low-income students
- are results-oriented and data-driven
- have a strong mission and vision
- use innovative curriculum and instructional methods to reach achievement goals
- are led by entrepreneurial principals
- cultivate collaboration and family leadership
- prioritize student personalization

OSF will partner with principals who are most prepared to take their school to the next level, and are committed to an active partnership with OSF. These principals envision the possibilities for school improvement and are taking action to capitalize on our services and programs that help move their schools forward.

OSF is committed to narrowing the gaps in both resources and student achievement among Oakland's schools. Using its fundraising and marketing expertise, OSF helps schools provide crucial programs that are not funded by government budgets. With financial coaching and strategic planning services, OSF helps schools build their capacity and run efficiently.



**OAKLAND  
SCHOOLS  
FOUNDATION**

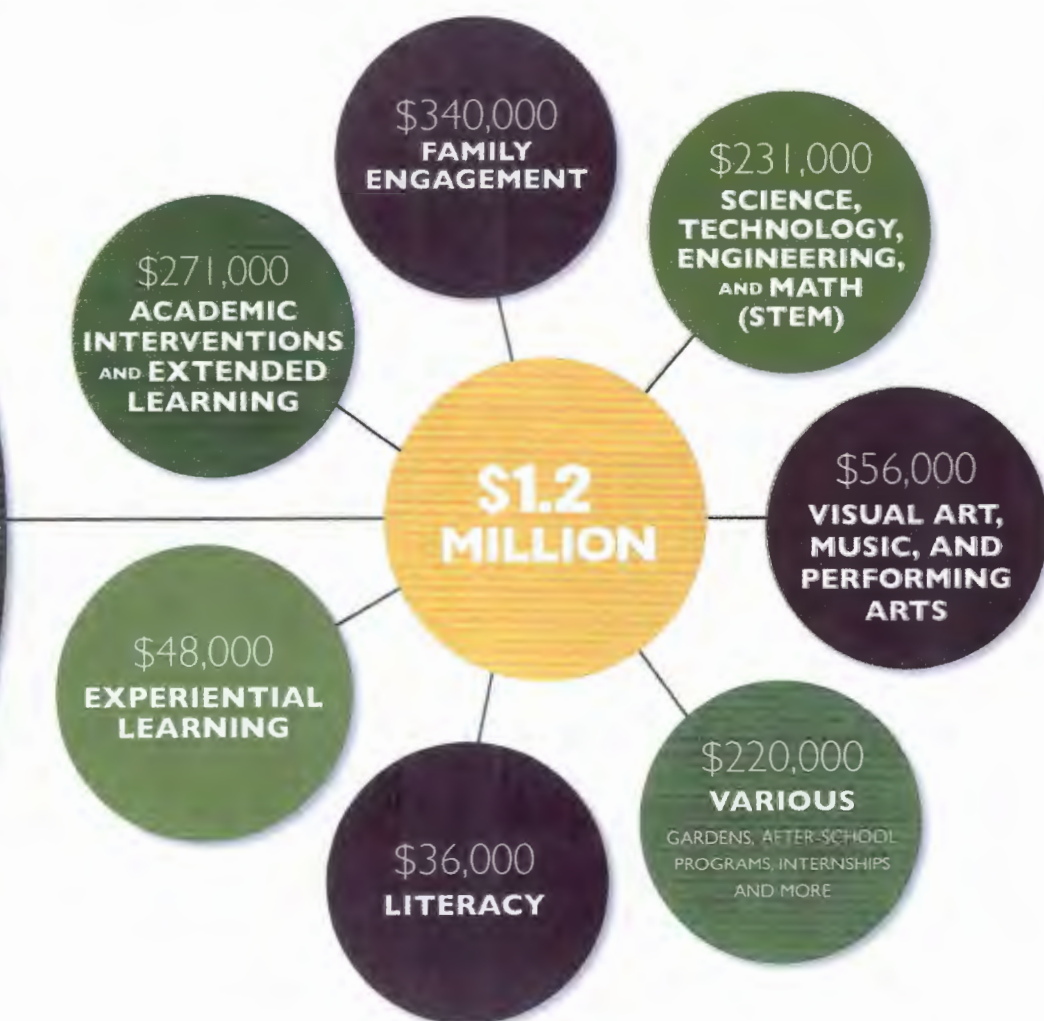
# RESULTS AND IMPACT

## WHO WE ARE

The Oakland Schools Foundation is dedicated to promoting excellence in Oakland's public schools so that *all* of our students have the opportunity to achieve. OSF partners with under-resourced schools to support **grants funding, community outreach and fundraising, Professional Learning Communities, and finance management.** Read on to learn more about the impact we are having in our schools.

## GRANTS FUNDING

**OSF** helped 27 schools raise more than **\$1.2 MILLION IN GRANTS** during 2010-11, and has supported more than 40 schools in raising over **\$20 MILLION SINCE 2003**, allowing schools to pay for programs and staff positions that help them best serve their students.



**“The work OSF has done in bringing resources to flatland schools is a tremendous equity stance. Our partnership with OSF comes from an authentic place: It’s all about what’s going to work for your school.”**

*– Preston Thomas, Life Academy of Health and Bioscience Principal*

## COMMUNITY OUTREACH

OSF partners with schools to carry out community outreach efforts via newsletters, e-mails, brochures (see samples below), websites, and more. Through this outreach, **35 OSF partner schools earned nearly \$200,000 in individual giving** during 2010-11. Principals and teachers used these funds for **field trips, art materials, libraries, and music supplies** – all at risk in this time of unprecedented budget cuts.

**Beyond individual fundraising, community outreach also helped schools:**

- ▶ Connect with foundations for potential grants funding
- ▶ Form partnerships with non-profits and other organizations
- ▶ Boost enrollment
- ▶ Attract volunteers to their campuses
- ▶ Share more positive stories about what's happening in Oakland schools



*A sampling of OSF-produced school brochures*



*Learning Without Limits' drum team with Oakland Mayor Jean Quan at the Target Grand Opening, from the school's recent newsletter*

**“Frick’s mission is to support our students - our kings and queens - so that they acquire the resilience needed to be successful in high school and beyond. Through our partnership with OSF, Frick has been able to secure support for academic and extra-curricular programs, further our mission, and share our story with the greater Bay Area community.”**

**– Principal Jerome Gourdine, Frick Middle School**

# AND IMPACT

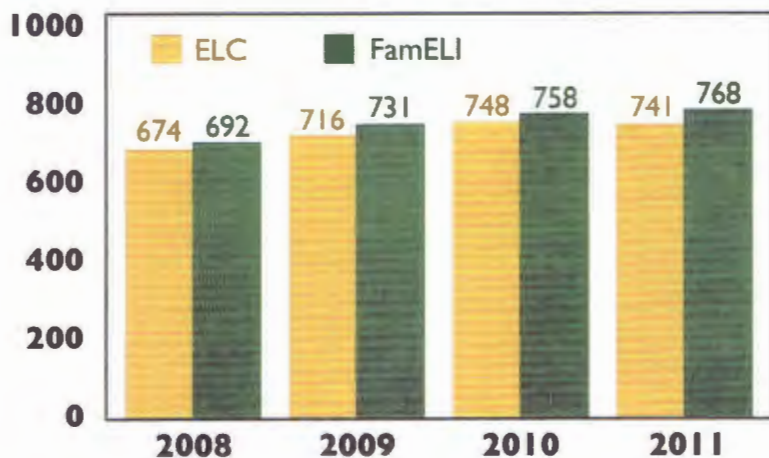
## PROFESSIONAL LEARNING COMMUNITIES



Photo © 2011, Heschl/Fotopedia

A recent FamELI meeting

OSF ELC & FamELI Schools:  
API Over Time



“The FamELI program has helped EnCompass Academy strengthen our family engagement and parent leadership by giving us the time and space to work with other schools, share ideas and challenges, and learn from each other. We are grateful to OSF for bringing these campuses together in a positive and productive way through this Professional Learning Community. It has helped us become a stronger community school.”

– Amelia Rico, EnCompass Academy K-5 Family Involvement Coordinator

Over the past five years, OSF has built a model for successful Professional Learning Communities in Oakland schools. These collaborative programs were designed to bring together school leaders to share and develop best practices and leverage resources for essential school programs:

► **The Family Engagement and Leadership Initiative (FamELI)** is an 11-school collaborative that impacts more than 3,000 students and their families. With the **\$340,000** OSF raised for FamELI in 2010-11, each school hired family outreach staff and strengthened its school-family partnership program.

► **The Extended Learning Collaborative (ELC)** convenes 12 schools to share ideas and best practices for **targeted academic support** throughout the school day. With **\$271,000** in grants funding last year, OSF helped each school hire academic interventionists and tutors. Schools have reported that ELC has helped increase student achievement, as the graph here shows.



OAKLAND  
SCHOOLS  
FOUNDATION

# RESULTS AND IMPACT

## FINANCE SUPPORT

Through our Finance & Administration department, OSF acts as **501(c)(3)** for **40-plus schools**, helping them process tax-deductible donations, apply for grants, and more. The department also maintains a database of contacts for each OSF partner school and sends out thank-you letters for all donations schools receive.

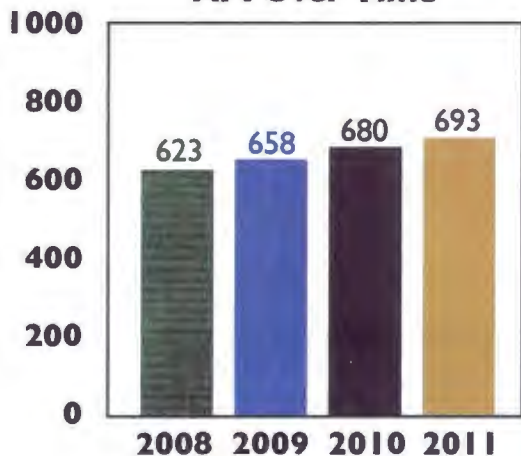
“OSF gives us a flexible way to take in donations from individuals and foundations. At some schools, PTAs play this role, but many Oakland schools don’t have that resource. Through this service, OSF is helping schools like ours level the playing field.”

– Think College Now K-5 Principal Jose Ruben Olivares

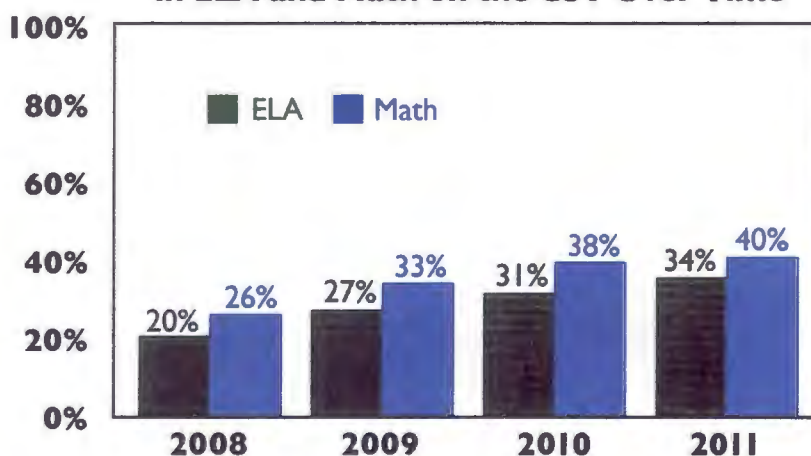
## OSF PARTNER SCHOOLS’ ACADEMIC ACHIEVEMENT

OSF is proud to partner with schools in a district that has achieved consistent growth: OUSD is California’s most-improved urban school district over the last seven years. This trend holds true among OSF’s partner schools, where California Standards Test (CST) scores have **risen steadily since 2008** and Academic Performance Index (API) scores **increased by an average of 13 points in 2011**, outpacing statewide growth. For a picture of CST and API growth at OSF partner schools, see the graphs below.

OSF Partner Schools:  
API Over Time



OSF Partner Schools: Percentage of  
Students Who Scored Proficient or Advanced  
in ELA and Math on the CST Over Time



Four OSF partner schools – ACORN Woodland Elementary, Greenleaf Elementary, Manzanita SEED, and Think College Now – have surpassed the state’s API goal of 800.