Board Office Use: Legislative File Info.					
File ID Number	12-1127				
Introduction Date	5-23-12				
Enactment Number	12-1345				
Enactment Date	5-23-12 87				



Community Schools, Thriving Students

Memo

To

Board of Education

From

ony 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)

May 23, 2012

Subject

Amendment No. 1 - Professional Services Contract - Corey Newhouse dba Public Profit, LLC (contractor) - 922/Family, Schools, and Community Partnerships Department (site/department)

Action Requested

Ratification of Amendment No. 1 of the Professional Services Contract between Oakland Unified School District and <u>Corey Newhouse dba Public Profit, LLC</u>. Services to be primarily provided to the <u>Family, Schools, and Community Partnerships Department</u> for the period of October 1, 2011 through June 30, 2012.

Background A one paragraph explanation of why the consultant's services are needed. Public Profit, LLC will provide additional services by finalizing the summaries of site visit findings, participate in follow-up meetings with individual sites that request a debrief of their site visit report, prepare site-level performance summaries for both the Interim and Annual Findings Report, lead structured training sessions for site-level staff, provide electronic copies of all data collected, including site visit reports, surveys, and participation information to community-based organizations contracted by OUSD to run after school programs, collect and summarize promising practices in after school based on information collected through structured site visits, purchase training modules and associated materials to enable project staff to implement site staff trainings aligned with the YPQA, complete the federal 21st Century Community Learning Centers Annual Performance Report for the 2011-12 program year, and state ASES and 21st CCLC reports according to published deadlines for the 2011-12 program year.

Discussion One paragraph summary of the scope of work. Ratification by Board of Education of Amendment No. 1 of the Professional Services Contract between the District and Corey Newhouse dba Public Profit, LLC, Oakland, CA, for the latter to analyze the data summaries from site visit findings, site-level performance summaries for the Interim and Annual Findings report, summarize best 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 October 1, 2011 through June 30, 2012, in the amount of \$35,000.00, increasing the agreement from 40,000.00 to a not to exceed amount of \$75.000.00.

Recommendation

Ratification of Amendment No. 1 of the Professional Services Contract between Oakland Unified School District and <u>Corey Newhouse dba Public Profit</u>, <u>LLC</u>. Services to be primarily provided to <u>922/Family</u>, <u>Schools</u>, and <u>Community Partnerships Department</u> for the period of October 1, 2011 through June 30, 2012.



Community Schools, Thriving Students

Fiscal Impact

Funding resource name (please spell out) 4124/21st Century Community Learning Centers (21st CCLC) Grant in an amount not to exceed \$35,000.00, increasing the agreement from 40,000.00 to a not to exceed amount of \$75,000.00.

Attachments

- Amendment No. 1, Professional Services Contract
- Certificate of Insurance
- Scope of Work
- · Copy of original contract

Board Office Use: Leg	islative File Info.
File ID Number	12-1127
Introduction Date	5-2370
Enactment Number	12-1345
Enactment Date	5-23-12 82



Community Schools, Thriving Students

AMENDMENT NO._

			TO PROFESSIONAL SERVICES CONT	ICAC I
and	Corey No		Amendment is entered into between the Oakland Unified School Public Profit, (CONTRACTOR). OUSD entered into an Agreem October 1, 2011, and the parties agree to an	ment with CONTRACTOR for services on
1. 5	Services:	□т	he scope of work is <u>unchanged</u> .	of work has <u>changed</u> .
	expected fir	nal results, such	changed: Provide brief description of revised scope of work as services, materials, products, and/or reports; attach addition attached. OR, The CONTRACTOR agrees to provide the follow	nal pages as necessary.
2.	Terms (du	,		he contract has <u>changed</u> .
			nged: The contract term is extended by an additional piration date is06/30/2012	(days/weeks/months),
3. (Compens	ation: Th	ne contract price is <u>unchanged</u> .	price has <u>changed</u> .
	If the	compensation	n has changed: The contract price is amended by	
		Increase	of \$ 35,000.00 to original contract amount	
		Decrease	e of \$to original contract amount	
	and th	e new contract	t total is Seventy Five Thousand	dollars (\$ <u>75,000.00</u>)
ć	and in full Amendme	force and effect ent History:	All other provisions of the Agreement, and prior Amendoct as originally stated. ous amendments to this Agreement. This contract has previous	
				and the second s
	No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
	No.	Date	General Description of Reason for Amendment	Amount of
	No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
	No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

Edgar Rakestraw, Jr., Secretary Board of Education Rev. 5/11 v1 New Req. No.

Board of Edication

R0203451

P.O. No.

Date

P1204264

Oakland Unified School District Family, School, and Community Partnerships Department, After School Programs Office

AFTER SCHOOL PROGRAMS EVALUATION EVALUATOR SCOPE OF WORK

I. PROGRAM EVALUATION GOALS

The program evaluation will take place during the 2011-12 school year, and is co-funded by the Oakland Fund for Children and Youth. The evaluation will include 84 school-based after school programs, and 7 school-based transition support programs in OUSD.

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 21st 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.

To successfully conduct these two components of the after school program evaluation, the evaluation contractor will meet the following evaluation goals:

- 1. Empower after school program coordinators to make data-oriented decisions by improving the access and ability to use student and program assessment data.
- 2. Minimize paperwork burden and repetition of effort in data collection and program assessment activities.
- Enhance the ASP team's services and operations by responding to needs and opportunities identified in the field.
- 4. Raise the profile of after school programs in Oakland by producing high quality evaluation reports.

II. PROGRAMS

In 2011-12, the study will include 84 after school programs managed through the ASP Office, along with 7 school-based transitions programs and two charter-based after school programs supported by OFCY.

101	ALLENDALE	145	PERALTA
102	BELLA VISTA	146	PIEDMONT AVENUE
103	BROOKFIELD	149	COMMUNITY UNITED (Lockwood)
105	BURCKHALTER	150	SANTA FE
107	EAST OAKLAND PRIDE (Webster)	151	SEQUOIA
108	CLEVELAND	154	SOBRANTE PARK (K-5)
112	GREENLEAF (Whittier)	165	ACORN WOODLAND
113	LEARNING WITHOUT LIMITS	166	HOWARD
114	GLOBAL FAMILY SCHOOL	168	CARL MUNCK
115	EMERSON	170	HOOVER
116	FRANKLIN	172	FRED T. KOREMATSU (Stonehurst)
117	FRUITVALE	174	MARSHALL
118	GARFIELD	175	MANZANITA SEED
119	GLENVIEW	177	ESPERANZA ACADEMY (Stonehurst)
121	LA ESCUELITA	178	BRIDGES ACADEMY
122	GRASS VALLEY	179	MANZANITA COMMUNITY
123	FUTURES ELEMENTARY	181	ENCOMPASS ACADEMY
125	NEW HIGHLAND ACADEMY	182	M.L. KING, JR.
129	LAFAYETTE	183	PLACE @ PRESCOTT
130	LAKEVIEW	185	ASCEND
131	LAUREL	186	INTERNATIONAL COMMUNITY SCHOOL
132	LAZEAR	190	THINK COLLEGE NOW
133	LINCOLN	191	SANKOFA (K-5)
136	HORACE MANN	192	RISE COMMUNITY SCHOOL
138	MARKHAM	193	REACH ACADEMY
139	MAXWELL PARK		
144	PARKER		
201	CLAREMONT	339	ARCHITECTURE ACADEMY (Fremont)
204	WEST OAKLAND MIDDLE	223	BUNCHE
213	WESTLAKE	310	DEWEY
206	BRET HARTE	351	EXCEL (McClymonds)
210	EDNA BREWER	314	FAR WEST (8-12)
235	MELROSE LEADERSHIP	342	MANDELA (Fremont)
212	ROOSEVELT	343	MEDIA ACADEMY (Fremont)
228	UNITED FOR SUCCESS	338	MET WEST

236	URBAN PROMISE ACADEMY	304	OAKLAND HIGH
224	ALLIANCE ACADEMY	305	OAKLAND TECHNICAL
208	BARACK OBAMA ACADEMY (7,8)	232	COLISEUM COLLEGE PREP ACADEMY (MS and HS program)
221	ELMHURST COMMUNITY PREP	335	LIFE ACADEMY
203	FRICK	352	RUDSDALE Continuation
215	MADISON	306	SKYLINE
226	ROOTS	313	STREET ACADEMY
			CASTLEMONT FRESHMEN PREP 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;
- Contractor written weekly progress reports;
- 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 after school program evaluation contractor will ensure that the following activities are conducted¹:

- Prepare summaries of site visit findings each month, highlighting programs that have developed innovative or especially effective models and those that need additional support.
- Participate in follow-up meetings with individual sites that request a debrief of their site visit report.
- Prepare site-level performance summaries for both the Interim and Annual Findings Report, lead structured training sessions for site-level staff on the content of the summaries and implications for site-level practice.
- Provide electronic copies of all data collected, including site visit reports, surveys, and participation information, to community-based organizations contracted by OUSD to run after school programs.
- Collect and summarize promising practices in after school based on information collected through structured site visits.
- Purchase training modules and associated materials to enable project staff to implement site staff trainings aligned with the YPQA.
- Complete the federal 21st Century Community Learning Centers Annual Performance Report according to published deadlines for the 2011-12 program year.
- Complete state ASES and 21st CCLC reports according to published deadlines for the 2011-12 program year.

IV. REQUIRED PRODUCTS AND REPORTS, TIMELINE

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

- 1) Electronic copies of evaluation reports for funders, due according to deadlines set by the US Department of Education and California Department of Education.
- 2) An electronic copy of the 2011-12 interim evaluation report, due by February 27, 2012.
- 3) An electronic copy of the 2011-12 final evaluation report, due by October 15, 2012.
- 4) An electronic copy of any amendments to the after school program evaluation study design.
- 5) Electronic copy of any revised materials intended for use by principals, teachers, students, or parents in OUSD schools.
- 6) Electronic copies of progress reports, including discussion of issues and concerns, and summary of data and/or findings from work completed to date.

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

The following is a working timeline for the OUSD after school program evaluation:

Month	Primary Activities	Notable Deadlines
October	Prep for Q2 meeting Collect and aggregate site visit data. Follow-up T/TA as needed.	OFCY quarterly reports due OFCY Quarterly meeting 2 - peer-to-peer learning, T/TA
		Monthly site visit summary reports to OUSD, OFCY
November	Collect and aggregate site visit data. Follow-up T/TA as needed.	Monthly site visit summary reports to OUSD, OFCY
December	Collect and aggregate site visit data. Follow-up T/TA as needed. Prep for Q3 meeting.	Monthly site visit summary reports to OUSD, OFCY
	Collect and aggregate site visit data.	OFCY Quarterly meeting 3 - site visit findings, peer-to-peer learning, T/TA
January	Follow-up T/TA as needed. Begin Mid-Year Findings Report.	OFCY quarterly reports due
		Monthly site visit summary reports to OUSD, OFCY
February	Collect and aggregate site visit data. Follow-up T/TA as needed. Survey translation and layout. Survey replication. Finalize Mid-Year Findings Report.	Monthly site visit summary reports to OUSD, OFCY
March	Collect and aggregate site visit data. Follow-up T/TA as needed. Distribute surveys.	Deliver Mid-Year Findings Report to Evaluation Subcommittee, POC, and City Council
	,	Distribute surveys at OUSD Coordinators' meeting and to community-based grantees
April	Prep for Q4 meeting Collect and aggregate site visit data. Follow-up T/TA as needed.	Monthly site visit summary reports to OUSD, OFCY
	Collect and aggregate site visit data. Follow-up T/TA as needed.	OFCY Quarterly Meeting 4 -interim report findings, feedback on OFCY service, T/TA
May	Collect surveys, begin entry. Begin Final Findings Report - outline, layout, site visit results.	Surveys due to evaluation team Monthly site visit summary reports to
June	Continue Final Findings Report -survey results, program attendance. Complete survey entry.	OUSD, OFCY End of 2011-12 school year

V. CONTRACT TERMS & REQUIREMENTS

Contract Funding and Time Period

This contract amendment, for a maximum of \$35,000, increases the total OUSD After School Evaluation contract for 2011-12 to a total of \$75,000 for the year. The study will begin on March 1, 2012 and end June 30, 2012. 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.

Signature

Print Name



PROFESSIONAL SERVICES CONTRACT AMENDMENT ROUTING FORM 2011-2012

Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.

- 1. Contractor and OUSD contract originator reach agreement on modification to original contract.
- 2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- 3. If contract total amount has increased, the scope of work has changed. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
- 4. OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

When the contract amendment is approved Procurement will add additional funds to the <u>original</u> Purchase Order.

		_
Attachment	■Contract amendment packet including Board Memo and Amendment Form	
Checklist	Amended Scope of work (be specific as to what is changing)	
	■Copy of original contract	
OUSD Staff Contact	Emails about this contract should be sent to: repee mcmearn@ousd k12 ca us	

	Contra	ctor Info	rmation					
Contractor Name	Corey Newhouse dba Public Profit, LLC	Agency	's Contact	Corey New	house			
OUSD Vendor ID#	1003827	Title		Principal				
Street Address	1212 Broadway, Suite #1200	City	Oakland		State	CA	Zip	94612
elephone (510) 551-5708 Email corey@publicprofit.net								

Co	mpensation and Ter	ms - Must be within	the OUSD Billin	ng Guidelines	
Original Contract Amount	\$ 40,000.00	Original PO	Number	P12	204264
Amended Amount	\$ 35,000.00	New Requisition #		R0203451	
New Total Contract Amount	\$75,000.00	Start Date	10/01/2011	End Date	06/30/2012

Budget Information If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.						
Resource #	Resource Name	Org Key	Object Code	Amount		
4124	21st CCLC	9221751401	5825	\$4,229.26		
4124	21st CCLC	9221752401	5825	\$ 6,364.58		
4124	21st CCLC	9221853401	5825	\$ 24,406.16		

	Approval and Routing (in order of approval steps)							
	tional services above ased by Procuremen		nt cannot be provided before	the amendment is fully ap	proved and the Purc	hase Order amount has been		
	Site Administrato	r or Manager Na	ame Julia Ma	Phone	5681022	Fax 6393335		
1.	Site / Department	92	2/Family, Schools, and Co	ommunity Partners				
	Signature Q	ulia Ma		Date Appro	oved 4-27	-12		
	Resource Manage	er) if using funds manage	ed by: State and Federal Qu	uality, Community, School Devel	elopment Complementa	ry Learning / After School Programs		
2.	Signature Imamean			Date Appro	oved 4/27	/12		
	Signature			Date Appro	oved			
3.	Regional or Exec	utive Officer			1			
Э.	Signature	witur	Sauch	Date Appro	oved $4/30$	1211		
4.	Deputy Superinte	ndent Instructional Le	adership / Deputy Superint	endent Business Operati	tions Consultar	t Aggregate Under \$50,000		
4.	Signature			Date Appro	oved			
5.	5. Superintendent or Board of Education Signature on the legal contract							
Lega	Legal Required if not using standard contract							
Proc	curement Date F	Received		PO Number	er PI	204264		



. 1000 : . 4010 : 1011 ---

CERTIFICATE OF LIABILITY INSURANCE

COLUMNICO OL MICHIGINO

DATE (MM/DD/YYYY) 4/27/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:				
TechInsurance	PHONE (A/C, No, Ext): (800) 668-7020	AX VC, No): (972) 390-8484			
1301 Central Expy. South, Suite 115	E-MAIL ADDRESS:				
Allen, TX 75013	PRODUCER CUSTOMER ID #:				
	INSURER(S) AFFORDING COVERAGE	NAIC#			
INSURED	INSURER A: The Hartford	30104			
Public Profit LLC	INSURER B:				
1212 Broadway Suite # 814	INSURER C:				
Oakland, CA 94612	INSURER D:				
	INSURER E:				
	INSURER F:				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

VSR TR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY POLICY POLICY LOC		46SBMIF1346	12/1/2011	12/1/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 300,000 \$ 10,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS		46SBMIF1346	12/1/2011	12/1/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$ \$
A	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		46WECZQ0189	5/1/2012	5/1/2013	EACH OCCURRENCE AGGREGATE WC STATU- TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTI	FICA	TE	HOL	DER

Oakland Unified School District 1025 Second Avenue

Oakland, CA 94612

CANCELLATION

The ACODD name and laws are resistanted marries of ACODD

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tames Coden

Board Office Use: Le	gislative File Info.
File ID Number	11-3231
Introduction Date	1-25-12
Enactment Number	12-0103
Enactment Date	1-25-12 0



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)

1-25-12

Subject

Professional Services Contract Corey Newhouse dba Public Pro Oakland CA (contractor, City State)
922/Family, School, and Community Partnerships (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 Partners! for the period of 10/01/2011 through 06/30/2012 .

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 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 October 1, 2011, through June 30, 2012, in the amount of \$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 Partners for the period of 10/01/2011 through 06/30/2012 .

Fiscal Impact

Funding resource name (please spell out) ASES
21st CCLC 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

Board Office Use: Legis	stauve File Info.
File ID Number	11-323
Introduction Date	1-25-12
Enactment Number	12-0103
Enactment Date	1-7-5-12



PROFESSIONAL SERVICES CONTRACT 2011-2012

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:

- 1. 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 10/01/2011 _____, 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
 06/30/2012

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

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

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

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

- 4. Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - 1. Individual consultants:
 - Tuberculosis Clearance Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements General Liability insurance in compliance with section 9 herein.
 - 2. Agencies or organizations:
 - Insurance Certificates and Endorsements Workers' Compensation insurance in compliance with section 9 herein.
- 5. Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: N/A ______which shall not exceed a total cost of \$ 0.00 ____.
- 6. CONTRACTOR Qualifications / Performance of Services.

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

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

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

Requisition No. R0202568	P.O. No
--------------------------	---------

OUSD Representative:	CONTRACTOR:				
Name: Julia Ma	Name: Corey Newhouse dba Public Profit, LLC				
Site /Dept.: 922/Family, School, and Community Partnerships	Title: Principal				
Address: 495 Jones Avenue	Address: 1212 Broadway, Suite #814				
Oakland, CA 94603	Oakland CA 94612				
Phone: (510) 568-1022	Phone: (510) 551-5708				

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

8. Invoicing

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

- Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
- 2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.
- 9. Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

10. Insurance:

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

Check one of the boxes below:

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

- 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: CNJ

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:
 - 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).

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- 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: 10/01/2011	Work shall be comp	eleted by: <u>06/30/2012</u> Total Fee: \$4	0,000.00
OAKLAND UNIFIED SCHOOL DISTRICT Mexic Dantes President, Board of Education Superintendent or Designee	12-19-11 Date	CONTRACTOR!	12/9/11 Date
Secretary, Board of Education	Date	Corey Newhouse dba Public Princi Print Name, Title	pai
Edgar Rakestraw, Jr., Secretary	W Fill Int	roduction Date 1-25-12 actment Number 12-0103 actment Date 1-25-12	

Board of Education

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Ratification by the Board of Education of the Professional Services Contract between District and Corey Newhouse dba Public Profit, LLC, Oakland, CA, for the latter to 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 October 1, 2011, through June 30, 2012, in the amount of \$40,000.00.

	SCOPE OF WORK	
Co	Corey Newhouse dba Public Profit, LLCwill provide a maximum of hours of services at a rate of \$p	er hour for a
tota	total not to exceed \$40,000.00 Services are anticipated to begin on 10/01/2011 and end on 06/30/2012	
1.	 Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. about what service(s) OUSD is purchasing and what this Contractor will do. 	Be specific
	Public Profit will provide a comprehensive annual evaluation of 83 OUSD After School Programs, detailing scope of services, properformance, point of service quality, and direct and contributory outcomes of programs. Evaluation services include participation collaborative meetings with OUSD and Oakland Fund for Children and Youth staff to refine evaluation design and evaluation tool implement quarterly site coordinator meetings; development, implementation, and analysis of annual youth, parent, teacher, principation after school staff surveys; analysis of Cityspan participation and program data, formal site visit data, and student attendance and addata; coordination of YPQA-related trainings and materials from the Weikart Center; production and presentation of finalized annual evaluation report; delivery of all evaluation data in CD format to OUSD after School Programs Office and Research & Assessment completion of evaluation reports required by the CA Dept. of Education. (refer to attached Evaluator Scope of Work for more determined to the completion of the completion of the completion of evaluation reports required by the CA Dept. of Education.	n in ongoing s and pal, and chievement ual at Dept; and
2.	2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For expression of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying j many more Oakland children have access to, and use, the health services they need? Provide details of program (Students will) and measurable outcomes (Participants will be able to). NOT THE GOALS OF THE SITE OR DEP.	ore Oakland jobs? 4) How participation
	The comprehensive annual after school evaluation by Public Profit will provide valuable data to inform after school continuous primprovement efforts. Programs will be evaluated on their delivery of high quality youth development practices that support studes engagement, skill development, and connection to school day learning. The evaluation will document the contribution that after sprograms make in improving school day attendance and student achievement, fostering college and career readiness, providing int work opportunities for older youth, and supporting students' health, wellness, and social-emotional development. As a result of the project, 83 OUSD after school programs will have district wide and site specific after school data that will inform the development Extended Learning component of each school's Community School Strategic Site Plan.	nt chool ternships and iis evaluation
3.	3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this cor (Check all that apply.) Ensure a high quality instructional core Prepare students for success in college and college power Safe, healthy and supportive schools Accountable for quality Accountable for quality	
	✓ High quality and effective instruction ✓ Full service community district	

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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.

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ugo 1 01 1/ 120 1/20 11 01 224 12 1

ACORD"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/1/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:				
Techinsurance	PHONE (A/C, No. Ext): (800) 668-7020 FAX (A/C, No): (972) 390-8484 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:				
1301 Central Expy. South, Suite 115 Allen, TX 75013					
	INSURER(S) AFFORDING COVERAGE	NAIC#			
INSURED	INSURER A: The Hartford	30104			
Public Profit LLC	INSURER B:				
1212 Broadway Suite # 814	INSURER C:				
Oakland, CA 94612	INSURER D :				
	INSURER E:				
	INSURER F :				

COVERAGES CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISR TR		ADDL SU		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 300,000
	CLAIMS-MADE V OCCUR						MED EXP (Any one person)	\$ 10,000
				48SBMIF1346	12/1/2011	12/1/2012	PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	POLICY PRO-							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
A	SCHEDULED AUTOS HIRED AUTOS			46SBMIF1346	12/1/2011	12/1/2012	PROPERTY DAMAGE (Per accident)	\$
	NON-OWNED AUTOS							\$
								\$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION						WC STATU- TORY LIMITS ER	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			46WECZQ0189	5/1/2011	5/4/2012	E.L. EACH ACCIDENT	\$ 1,000,000
A		R/A	46WECZQ0189 5/1/2011		3/1/2011	5/1/2012	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

_		_	_	
CERT	IFIC	ATE	HOL	DEB

Oakland Unified School District 1025 Second Avenue

Oakland, CA 94612

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tames Codem

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

OAKLAND UNIFIED SCHOOL DIST 1025 2ND AVE-OAKLAND, CA 94606T 1025 2ND AVE-OAKLAND, CA 94606 CITY AND COUNTY OF SAN FRANCISCO AND SF CHILDREN AND FAMILIES COMMISSION 1390 MARKET STREET, SUITE 318 SAN FRANCISCO CA 94102

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

CITY OF OAKLAND ITS COUNCIL MEMBERS, DIRECTORS, OFFICERS, AGENTS, ASSIGNS, AND **EMPLOYEES** 150 FRANK H OGAWA PLAZA STE 4353 OAKLAND, CA 94612

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

SAN FRANCISCO STATE UNIVERSITY STATE OF CALIFORNIA TRUSTEES OF CALIFORNIA STATE UNIVERSITY THE UNIVERSITY EMPLOYEES, OFFICERS, AND AGENTS OF EACH OF THEM 1600 HOLLOWAY AVE, ADM 471 SAN FRANCISCO, CA 94132

Form IH 12 00 11 85 T SEQ. NO. 001 Printed in U.S.A. Page 001

Expiration Date: 12/01/12 Process Date: 09/13/11

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 46 SBM IF1346

ADDITIONAL INSUREDS: THE FOLLOWING ARE ADDITIONAL INSUREDS FOR BUSINESS LIABILITY COVERAGE IN THIS POLICY.

LOCATION 001 BUILDING 001

TYPE PERSON ORGANIZATION

NAME SEE FORM IH 12 00

Form SS 00 02 12 06 Process Date: 09/13/11 Page 004 (CONTINUED ON NEXT PAGE)
Policy Expiration Date: 12/01/12

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

AFTER SCHOOL PROGRAMS EVALUATION EVALUATOR SCOPE OF WORK

I. PROGRAM EVALUATION GOALS

The program evaluation will take place during the 2011-12 school year, and is co-funded by the Oakland Fund for Children and Youth. The evaluation will include 83 school-based after school programs supported by OUSD, 2 charter school based programs funded by OFCY, and 6 school-based transition support programs in OUSD schools funded by 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 21st Century Learning Centers (including After School Safety and Enrichment for Teens/ASSETS).
- 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.

To successfully conduct these two components of the after school program evaluation, the evaluation contractor will meet the following evaluation goals:

- 1. Empower after school program coordinators to make data-oriented decisions by improving the access and ability to use student and program assessment data.
- 2. Minimize paperwork burden and repetition of effort in data collection and program assessment activities.
- Enhance the ASP team's services and operations by responding to needs and opportunities identified in the field.
- Raise the profile of after school programs in Oakland by producing high quality evaluation reports.

II. PROGRAMS

101	ALLENDALE	150	SANTA FE
102	BELLA VISTA	151	SEQUOIA
103	BROOKFIELD	154	SOBRANTE PARK (K-5)
105	BURCKHALTER	165	ACORN WOODLAND
107	EAST OAKLAND PRIDE (Webster)	166	HOWARD
108	CLEVELAND	168	CARL MUNCK
112	GREENLEAF (Whittier)	170	HOOVER
113	LEARNING WITHOUT LIMITS (Jefferson)	172	FRED T. KOREMATSU (Stonehurst)
114	GLOBAL FAMILY SCHOOL (Jefferson)	174	MARSHALL
115	EMERSON	175	MANZANITA SEED
116	FRANKLIN	177	ESPERANZA ACADEMY (Stonehurst)
117	FRUITVALE	178	BRIDGES ACADEMY
118	GARFIELD	179	MANZANITA COMMUNITY
119	GLENVIEW	181	ENCOMPASS ACADEMY
121	LA ESCUELITA	182	M.L. KING, JR.
122	GRASS VALLEY	183	PLACE @ PRESCOTT
123	FUTURES ELEMENTARY	185	ASCEND
125	NEW HIGHLAND ACADEMY	186	INTERNATIONAL COMMUNITY SCHOOL
129	LAFAYETTE	190	THINK COLLEGE NOW
130	LAKEVIEW	191	SANKOFA (K-5)
131	LAUREL	192	RISE COMMUNITY SCHOOL
132	LAZEAR	193	REACH ACADEMY
133	LINCOLN		
136	HORACE MANN		
138	MARKHAM		
139	MAXWELL PARK		
144	PARKER		
145	PERALTA		
146	PIEDMONT AVENUE		
149	COMMUNITY UNITED (Lockwood)		

201	CLAREMONT	221	ELMHURST COMMUNITY PREP
203	FRICK	223	BUNCHE
204	WEST OAKLAND MIDDLE	224	ALLIANCE ACADEMY
206	BRET HARTE	226	ROOTS
208	BARACK OBAMA ACADEMY (7,8)	228	UNITED FOR SUCCESS
210	EDNA BREWER	232	COLISEUM COLLEGE PREP ACADEMY (Middle and High schools)
212	ROOSEVELT	235	MELROSE LEADERSHIP
213	WESTLAKE	236	URBAN PROMISE ACADEMY
215	MADISON	335	LIFE ACADEMY
304	OAKLAND HIGH	338	MET WEST

305	OAKLAND TECHNICAL	339	ARCHITECTURE ACADEMY (Fremont)
306	SKYLINE	342	MANDELA (Fremont)
310	DEWEY	343	MEDIA ACADEMY (Fremont)
313	STREET ACADEMY	344	YOUTH EMPOWERMENT SCHOOL
314	FAR WEST (8-12)	351	EXCEL (McClymonds)
		352	RUDSDALE Continuation

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:
- · Contractor written weekly progress reports;
- 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 after school program evaluation contractor will ensure that the following activities are conducted¹:

- Participate quarterly evaluation-oriented program meetings that engage Site Coordinators in evaluation design activities, structured data reflection, and best practices sharing. (2 for elementary/middle and 2 for high school programs)
- Conduct site visits to all after school programs.
- 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 21st Century Community Learning Centers grants) and to the California Department of Education (for ASES, ASSETS, and state 21st Century Community Learning Centers grants).
- Compose a mid-year and end-of-year evaluation report for use by the ASP Office, District leaders, community based agencies that manage after school programs, OFCY staff, the Planning and Oversight Committee of OFCY (POC), and Oakland City Council.
- 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.

IV. REQUIRED PRODUCTS AND REPORTS, TIMELINE

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

- 1) Electronic copies of evaluation reports for funders, due according to deadlines set by the US Department of Education and California Department of Education.
- 2) An electronic copy of the 2011-12 interim evaluation report, due by February 27, 2012.
- 3) An electronic copy of the 2010-11 final evaluation report, due by October 15, 2012.
- 4) An electronic copy of any amendments to the after school program evaluation study design.
- Electronic copy of any revised materials intended for use by principals, teachers, students, or parents in OUSD schools.
- 6) Electronic copies of progress reports, including discussion of issues and concerns, and summary of data and/or findings from work completed to date.

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

The following is a working timeline for the OUSD after school program evaluation:

Month	Primary Activities	Notable Deadlines
October	Prep for Q2 meeting Collect and aggregate site visit data. Follow-up T/TA as needed.	OFCY quarterly reports due OFCY Quarterly meeting 2 - peer-to-peer learning, T/TA Monthly site visit summary reports to OUSD, OFCY
November	Collect and aggregate site visit data. Follow-up T/TA as needed.	Monthly site visit summary reports to OUSD, OFCY
December	Collect and aggregate site visit data. Follow-up T/TA as needed. Prep for Q3 meeting.	Monthly site visit summary reports to OUSD, OFCY
January	Collect and aggregate site visit data. Follow-up T/TA as needed. Begin Mid-Year Findings Report.	OFCY Quarterly meeting 3 - site visit findings, peer-to-peer learning, T/TA OFCY quarterly reports due Monthly site visit summary reports to OUSD, OFCY
February	Collect and aggregate site visit data. Follow-up T/TA as needed. Survey translation and layout. Survey replication. Finalize Mid-Year Findings Report.	Monthly site visit summary reports to OUSD, OFCY
March	Collect and aggregate site visit data. Follow-up T/TA as needed. Distribute surveys.	Deliver Mid-Year Findings Report to Evaluation Subcommittee, POC, and City Council Distribute surveys at OUSD Coordinators' meeting and to community-based grantees
April	Prep for Q4 meeting Collect and aggregate site visit data. Follow-up T/TA as needed.	OFCY quarterly reports due Monthly site visit summary reports to OUSD, OFCY
Мау	Collect and aggregate site visit data. Follow-up T/TA as needed. Collect surveys, begin entry. Begin Final Findings Report - outline, layout, site visit results.	OFCY Quarterly Meeting 4 -interim report findings, feedback on OFCY service, T/TA Surveys due to evaluation team Monthly site visit summary reports to OUSD, OFCY
June	Continue Final Findings Report -survey results, program attendance. Complete survey entry.	End of 2011-12 school year

V. CONTRACT TERMS & REQUIREMENTS

Contract Funding and Time Period

For the services outlined above, Public Profit will receive up to \$40,000. The study will begin on October 1, 2011 and end June 30, 2012. 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.

I have read the full terms and requirements of the contract and hereby agree to supply the products

V. AGREEMENT AND SIGNATURES

and services request in this contract.	
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Signature)	Date
Print Name	
Print Name	
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OAKLAND UNIFIED SCHOOL DISTRICT EXDECT Success

Exhibit F INVOICING AND STAFF QUALIFICATIONS FORM 2011-12

Basic Directions

Complete the chart below for each subcontractor and attach with Lead Agency monthly invoices.

- 1. Employee, agent or subcontractor name.
- 2. ATI #. This is the fingerprint clearance number assigned by the Department of Justice.
- 3. Current TB Clearance. Current means within the last 4 years. This documentation should be maintained in Lead Agency files.
- 4. IA Requirement. No Child Left Behind Law requires that any staff who directly supervise students and are included in the 20:1 student-to-adult ratio meet the IA requirement. This documentation should be maintained in Lead Agency files.

Agency Information							
Agency Name	Public Profit LLC	Agency's Contact Person	Corey Newhouse				
Billing Period	9/1/2009-9/30-2009	Contact Phone #	510-835-1669				

Employee, Agent, or Subcontractor Name	ATI#	Current TB Clearance Documentation on File	IA Requirement Documentation on File		
Corey Newhouse	M156NEC001	⊠ Yes □ No	NA (does not supervise students)		
Cimone Satele	M163SAC002	⊠ Yes □ No	NA (does not supervise students)		
Christina Guerra	M254GUC009	⊠ Yes □ No	NA (does not supervise students)		
Dominique Millette	1110NID585	⊠ Yes □ No	NA (does not supervise students)		
		☐ Yes ☐ No	Yes No		



PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

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Telep	phone		551-5708			Ema	il c	orey@	publicprofit	t.net			
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