

Board Office Use: Legislative File Info.	
File ID Number	14-1632
Introduction Date	9/23/14
Enactment Number	14-1699
Enactment Date	9-23-14



Memo

To Board of Education

From Antwan Wilson, Superintendent

Board Meeting Date 9-23-14
(To be completed by Procurement)

Subject Professional Services Contract - Fenton Communications, Inc.
- 922/Family, School, and Community Partnerships (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and Fenton Communications, Inc. Services to be primarily provided to 922/Family, School, and Community Partnerships for the period of 07/01/2014 through 12/31/14.

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

Fenton Communications, Inc. will assist to articulate the OUSD groundbreaking work around school discipline reform and Black male student achievement. There will be two initial phases: Discovery, and Communications Planning. The focus of this work will be to develop a recommended communications "road map" that lays out a strategic approach to achieve the above stated goals. Implementation and Materials Production will take place in subsequent phases following the completion of the communications plan.

Discussion
One paragraph summary of the scope of work.

Ratification by the Board of Education of a Professional Services Contract between the District and Fenton Communications, Inc., San Francisco, CA, for the latter to create a PowerPoint presentation templates for trainings, conferences, and workshops; design a one-page document that introduces the Full Service Community School model and new message platform; provide implementation and two-hour training support for staff members; technical support in the architectural development and site map for the new community partnerships external facing website; work in coordination with the OUSD team to offer coaching, training, and support as needed for the period of July 1, 2014 through December 31, 2014, in an amount not to exceed \$58,500.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and Fenton Communications, Inc. Services to be primarily provided to 922/Family, School, and Community Partnerships for the period of 07/01/2014 through 12/31/14.

Fiscal Impact Funding resource name (please spell out) _____ not to exceed \$ 58,500.00

- Attachments**
- Professional Services Contract including scope of work
 - Fingerprint/Background Check Certification
 - Insurance Certification
 - TB screening documentation
 - Statement of qualifications

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Fenton Communications, Inc.

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

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 07/01/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than 12/31/14.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Fifty Eight Thousand, Five Hundred Dollars (\$ 58,500.00) [per fiscal year], at an hourly billing rate not to exceed _____ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A which shall not exceed a total cost of _____.
- CONTRACTOR Qualifications / Performance of Services:**
CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- 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: Andrea Bustamante
Site /Dept.: 922/Family, School, and Community Partnerships
Address: 746 Grand Avenue
Oakland, CA 94610
Phone: (510) 273-1569
Email: Andrea.Bustamante@ousd.k12.ca.us

CONTRACTOR:

Name: Sandy Skees
Title: Managing Director
Address: 182 Second Street, Suite 400
San Francisco CA 94105
Phone: (415) 901-0111
Email: sskees@fenton.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

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

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

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

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

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

OR

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

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

Professional Services Contract

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
 14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
 15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
 16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
 17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
 18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
 20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
 21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
 22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).
- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

CONTRACTOR

Contractor Signature

Sandy Skees Managing Director

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

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EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

Refer to the attached Partnership Proposal for the Phase 2 project from Fenton Communications, Inc.

SCOPE OF WORK

There are 5 elements that will be included in the next phase of our continued partnership:

POWERPOINT

Both internally and externally, OUSD needs compelling presentation decks for trainings, conferences, and workshops. Fenton will help design updated Powerpoint templates for OUSD and provide staff training for strengthening your presentations. Deliverables will include:

Internal Powerpoint Template- This will include elements of Community Schools 101, an introduction to OUSD's approach to school discipline, and other slides which can be customized for diverse content needs. External Powerpoint Template- We will refresh the existing conference presentation deck to be more visual, compelling and interactive. One two-hour training on Making Engaging Presentations for OUSD staff

INFOGRAPHIC AND ONE- PAGER

Fenton will partner with OUSD to design and info graphic that represents the community schools model. Once info graphic is finalized, we will design a one pager that introduces the Full Service Community School model using your new message platform and the newly created info graphic. OUSD will get 2 rounds of feedback and edits for the info graphic and one-pager.

MESSAGE IMPLEMENTATION AND TRAINING

Over the summer and as the school year begins, Fenton will be available to provide support as you implement the new message platform. We will also provide one two-hour training for up to 50 staff members giving them tools, resources and skills to help them grow their ability to serve as an ambassador within the OUSD for the community schools model.

WEBSITE

Our Digital team will work with you to create a new information architecture and site map for your external facing website that organizes your content in manner that is intuitive and engaging to your constituent audiences. Fenton will also create a content strategy memo that articulates guidelines for effective content development, best practices for writing compelling web copy, and sample copy for your homepage to set a benchmark for interior page content development being done by your in-house team.

We also know how important is to communicate a clear process and consistent criteria for the posting of content to the site. Fenton will provide recommendations on the process and criteria as well as how to communicate this to internal stakeholders in way that sets your team up for success in managing the site over the long haul.

Lastly, Fenton will set aside a small number of hours for strategic consulting on how to further improve and optimize the intranet for internal audiences.

STRATEGIC COUNSEL

As OUSD implements your communications plan, Fenton will be available to offer coaching, training, and support as needed. We propose 20 hours of strategic counsel to be used at the initiation of OUSD staff. These sessions can be scheduled as needed by phone or in-person.

Professional Services Contract

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

Consultant will help improve and create both internal and external communications materials to showcase OUSD's key strategies and practices in improving school culture/climate and eliminating disproportionality in discipline. They will help us develop materials to showcase how these strategies fit into our overall work to become a Full Service Community District, and make this information accessible to a wide audience, including OUSD employees, the larger Oakland community, and national audiences that may be interested in our work.

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

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

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

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: _____
- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the CSSSP modification was approved.
 3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the CSSSP modification was approved.

A PROPOSAL FOR THE OAKLAND UNIFIED SCHOOL DISTRICT

June 13, 2014

Over the past year, Fenton has been honored to partner with the Oakland Unified School District to help articulate your groundbreaking work around community schools and school discipline reform, and build a communications plan for the upcoming school year. We would welcome the opportunity to continue this partnership by assisting the implementation of the new messages and communications plan. With the new incoming superintendent, and your newly created message platform, the time is ripe to start putting into action some of the recommendations we've identified for your team.

We look forward to further discussion with you. Don't hesitate to let us know if you'd like more information.

SCOPE OF WORK

Based on our recent discussions, we understand there are 5 elements that could be included in the next phase of our continued partnership. These activities would begin in July 2014 and conclude by December 2014. We've outlined each below.

POWERPOINT

Both internally and externally, OUSD needs compelling presentation decks for trainings, conferences, and workshops. Fenton will help design updated Powerpoint templates for OUSD and provide staff training for strengthening your presentations. Deliverables will include:

- Internal Powerpoint Template- This will include elements of Community Schools 101, an introduction to OUSD's approach to school discipline, and other slides which can be customized for diverse content needs.
- External Powerpoint Template- We will refresh the existing conference presentation deck to be more visual, compelling and interactive.
- One two-hour training on Making Engaging Presentations for OUSD staff

INFOGRAPHIC AND ONE- PAGER

Fenton will partner with OUSD to design and info graphic that represents the community schools model. Once info graphic is finalized, we will design a one pager that introduces the Full Service Community School model using your new message platform and the newly created info graphic. OUSD will get 2 rounds of feedback and edits for the info graphic and one-pager.

MESSAGE IMPLEMENTATION AND TRAINING

Over the summer and as the school year begins, Fenton will be available to provide support as you implement the new message platform. We will also provide one two-hour training for up to 50 staff members giving them tools, resources and skills to help them grow their ability to serve as an ambassador within the OUSD for the community schools model.

WEBSITE

Our Digital team will work with you to create a new information architecture and site map for your external facing website that organizes your content in manner that is intuitive and engaging to your constituent audiences. Fenton will also create a content strategy memo that articulates guidelines for effective content development, best practices for writing compelling web copy, and sample copy for your homepage to set a benchmark for interior page content development being done by your in-house team.

We also know how important is to communicate a clear process and consistent criteria for the posting of content to the site. Fenton will provide recommendations on the process and criteria as well as how to communicate this to internal stakeholders in way that sets your team up for success in managing the site over the long haul.

Lastly, Fenton will set aside a small number of hours for strategic consulting on how to further improve and optimize the intranet for internal audiences.

STRATEGIC COUNSEL

As OUSD implements your communications plan, Fenton will be available to offer coaching, training, and support as needed. We propose 20 hours of strategic counsel to be used at the initiation of OUSD staff. These sessions can be scheduled as needed by phone or in-person.

BUDGET

In this table, we give a snapshot of the proposed budget for this partnership. We can expand or condense the budget as needed by shifting the included deliverables, adapting the length or depth of trainings, or eliminating elements of the scope.

Powerpoint	Website	One-Pager and Infographic	Message Implementation and Training	Strategic Counsel and Account Management	Total Fees Budget
\$8000	\$30,000	\$5000	\$5500	\$7500	\$56000
<ul style="list-style-type: none"> - Review of existing powerpoint decks - Creation of internal PPT template - Creation of external PPT template - One two hour training for staff on Creating Engaging Presentations 	<ul style="list-style-type: none"> - Information Architecture - Site map - Content Strategy memo - Site management POV memo - Consulting on intranet (3 hours) - GA training - GA custom reports (2) 	<ul style="list-style-type: none"> - Design of an infographic that illustrates the community schools model - Creation of a one-pager that uses the infographic and message platform to introduce the community schools model 	<ul style="list-style-type: none"> - Up to 10 hours of work to help implement new message platform - One two-hour workshop for up to 50 participants about Effective Messaging and Communications in OUSD 	<ul style="list-style-type: none"> - Up to 20 hours of coaching and strategic counsel to be provided by phone or in-person - Account management and ongoing client communications. 	

Note on Expenses: Any hard costs would be additional and subject to prior client approval. Our out-of-pocket expenses are billed with a 17.65% administrative surcharge. We add a one-time charge of 1.5% of the fees budget to cover overhead costs such as domestic long distance telephone calls and data plans, routine copies and printing.

STAFFING

When you partner with Fenton, you gain access to more than 70 communications experts throughout our five core offices. In addition, you will be paired with a core team as your key partners during the contract. For this project, your core team members would include:

Meredith Fenton, Account Director

Meredith has over 15 years of program, communications and media experience in organizations working for the social good. With Fenton she helps lead our work with the Forward Promise initiative of the Robert Wood Johnson Foundation, a \$9.5 million investment in programs that promotes health and opportunity for boys and young men of color. Meredith also supports organizations' communications, messaging, branding, and training needs with a special focus on social change to win racial justice and LGBTQ equality. She previously served as the Director of Communication Strategies for the Oakland-based Ella Baker Center for Human Rights as well as the National Program Director of COLAGE.

Joshua Limbaugh, Art Director

Joshua Limbaugh's 15-year career as a designer has produced work for a diverse range of clients, from well-known companies and institutions, to small independent businesses. He believes that the world can be changed through beautiful, concise, and impactful design. Limbaugh joined Fenton after seven years at The Glover Park Group, where he art directed and designed projects for clients like The Alliance for Climate Protection, The Commission on Climate and Tropical Forests, the DC Public Library, ONE, Oxfam, and WWF. Limbaugh's freelance work has yielded a portfolio of newspaper and magazine ads, logos, event graphics, catalogues, campaign literature, websites, and social media applications. Born and raised in rural Pennsylvania, Limbaugh graduated from The Pennsylvania State University with a BA in integrative arts, focusing on architecture, architectural history, and music. Joshua will provide the design assistance for the Powerpoint, Infographic and One-Page elements of this project.

Eric Eddings , Senior Account Executive - Digital

Eric is a savvy strategist bringing deep experience using digital and social media tactics to create engaging campaigns. Eric joined Fenton after serving as the social media director at Gluttony, a boutique digital advertising agency, on the Bulova and Clinique accounts. Eric currently leads on many of our digital accounts including Bloomberg Philanthropy's Young Men's Initiative, Warner Brothers, and Covenant House.

He graduated from Howard University with a bachelor's degree in Advertising. After years of championing the use of Social Media, he started a boutique social media agency, The Spark Group, to provide full service agency services to SMBs. With OUSD, Eric will lead on the website components of our partnership.

Zakiya Scott, Account Coordinator

Zakiya is a graduate of the University of North Carolina, Chapel Hill who now resides in Oakland, CA. She's served as a journalist with outlets including the Durham Voice, Carolina Connections, and Reese News. Zakiya also worked with the Ella Baker Center for Human Rights completing an internship on social media, outreach, and community organizing. With Fenton, she focuses on accounts in the West Coast's social justice portfolio which includes our work with Forward Promise, The California Endowment and W.K. Kellogg Foundation. Outside of her affinity for storytelling and social justice advocacy, she enjoys cheering on Tar Heel basketball and living life with curiosity, courage and compassion.

THANK YOU

Thank you again for the opportunity to work with you. If you have any questions about the proposal, please call us at 415-901-0111, or e-mail me at mfenton@fenton.com. I look forward to our continued partnership.

Best,
Meredith Fenton

Fenton Communications, Inc.
San Francisco, CA

why fenton?

For the past 31 years, Fenton has helped moved the needle on some of the defining change movements of our time, from ending apartheid and curbing global warming to protecting people from harmful toxins. Fenton is a social change communications agency that uses the power of stories, media and technology to make the world a better place.

At Fenton, we only represent causes and clients we believe in. We embrace the causes we work for, or we don't work for them. That means we are personally invested in your success. Our clients are nonprofits, foundations and companies pioneering true progressive impact. Our campaigns change behavior, advance policy, build communities and transform thinking. Using a range of communications tools—public relations, advertising, social media, video, design, research and everything in between—we build campaigns that create lasting change. Fenton's approach is integrated. Driven by goals rather than tactics, we deploy all contemporary communications methods and technologies to create social change campaigns that win.

We know your issues – Fenton is a leader in using strategic communications to promote advances in education and the interests of young people of color. Our clients have included Communities for Excellent Public Schools, Playworks, Reading Partners, The Young Men's Initiative, First Place for Youth, First 5 LA, and Team Up for Youth. Our recent work to improve the health and success of young men of color is rooted in our partnerships with The California Endowment (TCE) and The Robert Wood Johnson Foundation (RWJF). With both of these partnerships Fenton has worked deeply on school discipline reform and with programs aiming to improve the educational opportunities afforded students of color.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/9/2013

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 Leslie Crockett Potomac Basin Group Associates, LLC 4740 Corridor Place, Suite B Beltsville MD 20705	CONTACT NAME: Sandra Dover PHONE (A/C No. Ext): (800) 311-1031	FAX (A/C No.): (301) 937-7892	
	E-MAIL ADDRESS: sandra.dover@potomacbasin.com		
INSURED FENTON COMMUNICATIONS, INC. 1000 VERMONT AVENUE N.W. SUITE 200 WASHINGTON DC 20005-4913	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Assurance Company of America		19305
	INSURER B: Northern Insurance Co. of NY		19372
	INSURER C: Philadelphia Insurance Co		23850
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: **CL1392408116** 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PPS004869857	9/1/2013	9/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ Included
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			PPS004869857	9/1/2013	9/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR		PPS004869857	9/1/2013	9/1/2014	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC004243780	9/1/2013	9/1/2014	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			PHSD872919	8/27/2013	8/27/2014	Prof Liab SIR: \$50K / PL LIMIT: \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 It understood and agreed that the certificate holder is hereby added as an Additional Insured as respects work done on their behalf by the Named Insured, ATIMA.

CERTIFICATE HOLDER Oakland Unified School District Attn-Riks Management 900 High Street Oakland, CA 94601	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 L Crockett (old) / MJD <i>Leslie Crockett</i>

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

Basic Directions

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

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

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

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)
- 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. (Ref. to Section 10 of the Contract)

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

Contractor Information

Contractor Name	Fenton Communications, Inc.	Agency's Contact	Sandy Skees			
OUSD Vendor ID #	I006163	Title	Managing Director			
Street Address	182 Second Street, Suite 400	City	San Francisco	State	CA	Zip 94105
Telephone	(415) 901-0111	Email (required)	sskees@fenton.com			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	07/01/2014	Date work will end	12/31/14	Other Expenses	
Pay Rate Per Hour (required)		Number of Hours (required)			

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
9242	AAMA/Atlantic	9221540203	5825	\$ 58,500.00
	Philanthropies		5825	
	School Discipline		5825	
Requisition No. (required)	R0150356		Total Contract Amount	\$ 58,500.00

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Andrea Bustamante	Phone	(510) 273-1569	
	Site / Department	922/Family, School, and Community Partnerships			Fax	(510) 273-1551
	Signature	<i>Andrea Bustamante</i>			Date Approved	7/24/14
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature				Date Approved	
3.	Regional Executive Officer					
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations				Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000	
	Signature	<i>Maria Sanchez</i>			Date Approved	7-31-14
	Superintendent, Board of Education Signature on the legal contract					
Legal Required if not using standard contract		Approved		Denied - Reason	Date	
Procurement	Date Received		PO Number	P1501233		