

Board Office Use: Legislative File Info.	
File ID Number	12-3255
Introduction Date	1/9/13
Enactment Number	13-0/22
Enactment Date	1-9-13



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To The Board of Education

From Tony Smith, Ph.D., Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by Procurement) 1-9-13

Subject Professional Services Contract -
ASPIRE PUBLIC SCHOOLS Oakland CA (contractor, City State)
Quality Community Schools Development (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and ASPIRE PUBLIC SCHOOLS. Services to be primarily provided to Quality Community Schools Development for the period of 11/01/2012 through 06/30/2013.

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

As a result of the development of a quality assurance process, embedded in the strategic plan, that includes a District Balance Score Card, and a school quality review process; there is a need for a single coherent source of data and information to support the ongoing monitoring and implementation of these quality assurance tools.

Discussion
One paragraph summary of the scope of work.

A contract for services between OUSD and APSIRE Public Schools, 1001 22nd Avenue Oakland CA, for the latter to provide a custom School Health Dashboard with data provided by OUSD. ASPIRE will provide up to 108 hours of custom build work, provide the hosting services, web services, and Tableau services needed for OUSD staff to access the School House Dashboard and reports through the period of November 1st, 2012 through March 31st 2013, in an amount not to exceed \$15,000.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and ASPIRE PUBLIC SCHOOLS. Services to be primarily provided to Quality Community Schools Development for the period of 11/01/2012 through 06/30/2013.

Fiscal Impact Funding resource name (please spell out) WK Kellogg
not to exceed \$ 15,000.00

Attachments

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

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OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

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

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 11/01/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Fifteen Thousand Dollars Dollars (\$15,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE 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.

- 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: David Montes de Oca
Site /Dept.: Quality Community Schools Development
Address: _____
Oakland, CA
Phone: (510) 336-7570

CONTRACTOR:

Name: Lynzi Ziegenhagen
Title: Engagement Lead
Address: 1001 22nd Avenue, Oakland, CA 94606
Oakland CA 94606
Phone: (510) 434-5076

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

8. Invoicing

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

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

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

10. Insurance:

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

Check one of the boxes below:

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

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

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

OR

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

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

Professional Services Contract

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

Contractor initial: JS

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

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

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 or 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.
-

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

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

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epis.gov/epis/search.do>)

Summary of terms and compensation:

Anticipated start date: 11/01/2012 Work shall be completed by: 06/30/2013 Total Fee: \$ 15,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

President, Board of Education

Date

Contractor Signature

Date

Superintendent or Designee

Secretary, Board of Education

Date

Lynzi Ziegenhagen
Print Name, Title

Engagement Lead

Rev. #11/10/11

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Certified:

Edgar Rakestraw, Jr. 11/10/13
Edgar Rakestraw, Jr., Secretary
Board of Education

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By:

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

A contract for services between OUSD and APSIRE Public Schools, 1001 22nd Avenue Oakland CA, for the latter to provide a custom School Health Dashboard with data provided by OUSD. ASPIRE will provide up to 108 hours of custom build work, provide the hosting services, web services, and Tableau services needed for OUSD staff to access the School House Dashboard and reports through the period of November 1st, 2012 through March 31st 2013, in an amount not to exceed \$15,000.00.

SCOPE OF WORK

ASPIRE PUBLIC SCHOOLS will provide a maximum of 108.00 hours of services at a rate of \$ 139.00 per hour for a total not to exceed \$15,000.00. Services are anticipated to begin on 11/01/2012 and end on 06/30/2013.

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

Contractor will provide a custom School Health Dashboard and up to 108 hours of custom build work, provide the hosting services, web services, and Tableau services needed for OUSD staff to access the School House Dashboard and reports. Contractor will also provide support for the twelve (12) month period following the completion of the implementation work.

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

As a result of this contract, the District will have a pilot school health dashboard, populated with student, school and district level data and information that is web-based and available for use in the implementation of quality assurance tools aligned to the strategic plan.

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" 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 checked="" type="checkbox"/> Accountable for quality |
| <input checked="" type="checkbox"/> High quality and effective instruction | <input checked="" type="checkbox"/> Full service community district |



**ASPIRE PUBLIC SCHOOLS & OAKLAND UNIFIED SCHOOL DISTRICT
MEMORANDUM OF UNDERSTANDING RE STATEMENT OF WORK**

This Memorandum of Understanding re Statement of Work ("MOU") is made by and between ASPIRE PUBLIC SCHOOLS, a California non-profit public benefit corporation having an office located at 1001 22nd Avenue, Oakland, CA 94606 ("ASPIRE") and OAKLAND UNIFIED SCHOOL DISTRICT ("OUSD"), a California public school district having an office located at 1025 2nd Avenue Oakland, CA 94606, and is made effective on October 31, 2012.

1. Scope of Services

ASPIRE will build a custom School Health Dashboard with data provided by OUSD. ASPIRE will provide up to 108 hours of custom build work between the effective date of this MOU and November 1, 2012. ASPIRE will make the School Health Dashboard available to OUSD on the Schoolzilla platform on or around January 1, 2013 through March 31, 2013. OUSD acknowledges and agrees that ASPIRE owns and operates Schoolzilla.org, its website, and all rights and privileges thereto, and that it will not infringe on any intellectual property rights owned by ASPIRE.

2. Fees, Expenses and Invoicing

The Fee Schedule is set forth in Table 1 below. ASPIRE will notify OUSD if circumstances arise that would result in additional fees before commencing such work.

ASPIRE will invoice OUSD on a monthly basis. OUSD will make payment within thirty (30) days.

ASPIRE will complete the work on a time and materials basis (see Table 1 for estimated hours and costs). OUSD understands that the estimate of time is not a guarantee or a not-to-exceed number and that total fees and costs may exceed the estimated amount. OUSD will also be billed for expenses subject to OUSD's customary expense policy.

From January 1, 2013 through March 31, 2013, ASPIRE will provide the hosting services, web services, and Tableau services needed for OUSD staff to access the School House Dashboard and reports at no cost to OUSD. After January 31, 2013, ASPIRE will continue to provide the hosting services for the OUSD School Health Dashboard at a per pupil fee of \$4/student per year. ASPIRE reserves the right to change the pricing model with 60 days notice to OUSD. OUSD may opt to terminate the service after the pilot period.

In addition to the work specified below, ASPIRE will provide support on an hourly rate of \$139/hour for the twelve (12) month period following the completion of the implementation work. OUSD may submit support requests via Zendesk and ASPIRE will use Zendesk's ticket sharing capability for such support requests. ASPIRE will respond to support requests within one business day with a resolution or, when necessary, an estimated resolution date. ASPIRE's help desk phone number is also available 9am-5pm Pacific Standard Time.



**ASPIRE PUBLIC SCHOOLS & OAKLAND UNIFIED SCHOOL DISTRICT
MEMORANDUM OF UNDERSTANDING RE STATEMENT OF WORK**

TABLE 1 – FEE SCHEDULE

Item	Estimate	Unit	Unit Cost	Cost
ASPIRE Staff and Subcontractors (as applicable)	108	Hours	\$ 139 (charged in 15 minute increments)	\$15,000
ASPIRE report hosting on Schoolzilla platform	3	Months	\$4.00 * 38,000 students/ 12 months = \$12,600	FREE (\$38,000 discount applied)
TOTAL ESTIMATE				\$15,000

3. Warranties/Indemnification/Assignment

OUSD warrants and represents that all data disseminated to ASPIRE associated with the scope of work of this MOU complies with FERPA and COPPA. OUSD indemnifies and holds ASPIRE harmless for any act or omission related to or arising under any and every act or omission associated with the performance of obligations pursuant to the terms and conditions of this MOU, including but not limited to, rights and obligations associated with FERPA and COPPA. This MOU may be assigned by ASPIRE in the event of a sale or transfer of Schoolzilla to a third party.

4. Schedule

Key milestones with estimated completion dates for the agreement are:

Date	Milestones
10/31/2012	MOU effective
11/14/2012	Align on scope of metrics to be included in School Health Dashboard
11/23/2012	All relevant OUSD data provided to ASPIRE
12/14/2012	OUSD data available in Tableau for Quality Checks
1/01/2013	School Health Dashboard (with agreed upon metrics) with OUSD data available on Schoolzilla platform
3/31/2013	School Health Dashboard available on Schoolzilla platform through this date
Ongoing	Support and revise as needed

5. CRITICAL ASSUMPTIONS

The following assumptions were taken into account when preparing this MOU and estimate of hours. If any of them turn out not to be accurate, the schedule and/or budget may be affected. ASPIRE will work with OUSD to resolve any issues as they occur.

Area	Assumption
Design & Build	<ol style="list-style-type: none"> ASPIRE and OUSD will align on which metrics to include in the School Health Dashboard by the milestone date identified above. ASPIRE will require a signed non-disclosure agreement with external parties contracted by OUSD to support any items related to this SOW. Appropriate ASPIRE members will have access to necessary data from OUSD.



**ASPIRE PUBLIC SCHOOLS & OAKLAND UNIFIED SCHOOL DISTRICT
MEMORANDUM OF UNDERSTANDING RE STATEMENT OF WORK**

Area	Assumption
Infrastructure	4. ASPIRE will provide the School Health Dashboard as a hosted service on Schoolzilla.org. 5. Authentication will be done by email address for OUSD report users.
Team & Roles	6. OUSD Leads will be active participants in this project. 7. The vast majority of the work will be done remotely, with as-needed project check-ins. 8. ASPIRE will provide time accounting and expense reports for review by OUSD with each invoice. Additional detail is available on request. 9. While ASPIRE will help identify data quality issues (missing data, inconsistent data, erroneous data), OUSD is responsible for all data quality improvements. Any delays in improving show-stopping data quality issues may result in a delay to completion of this project. The data in the School Health Dashboard will only be as accurate as the data in the source systems.

6. ASPIRE Key Resources

ASPIRE will assign key resources upon execution of this MOU. Other ASPIRE resources will be included as required. In some cases, ASPIRE may need to reallocate/replace resources for the project. OUSD will be notified of any such changes.

Role	Person	Email	Phone
Engagement Lead	Lynzi Ziegenhagen	Lynzi.Ziegenhagen@aspirepublicschools.org	510-434-5076
Project Support	Anna Utgoff	Anna.utgoff@aspirepublicschools.org	510-434-5039
Technical Lead	Rich Kretschmer	Rich.Kretschmer@aspirepublicschools.org	510-434-5046
Project Support / Tableau Analyst	Adam Lavezzo	Adam.Lavezzo@aspirepublicschools.org	510-434-5507

7. OUSD Key Resources

Role	Person	Email	Phone
Project Sponsor (provide strategic guidance, remove roadblocks, support Project and Data Managers)			
Project Manager (own project at a detail level, primary point of contact for Schoolzilla, participate in regular project check-ins)			
Data Manager (collect and provide data, provide input on calculation of metrics)			
Other Roles, such as user input, rollout and training, as needed			



**ASPIRE PUBLIC SCHOOLS & OAKLAND UNIFIED SCHOOL DISTRICT
MEMORANDUM OF UNDERSTANDING RE STATEMENT OF WORK**

Accepted and agreed to:

ASPIRE PUBLIC SCHOOLS

Signed: [Signature]

Printed: LATON HEAT

Title: CEO

Date: 11/1/12

OAKLAND UNIFIED SCHOOL DISTRICT

Signed: [Signature]

Printed: Tony Smith

Title: Superintendent

Date: 11/27/12

EPLS

Excluded Parties List System



Search - Current Exclusions

- > [Advanced Search](#)
- > [Multiple Names](#)
- > [Exact Name and SSN/TIN](#)
- > [MyEPLS](#)
- > [Recent Updates](#)
- > [Browse All Records](#)

View Cause and Treatment Code Descriptions

- > [Reciprocal Codes](#)
- > [Procurement Codes](#)
- > [Nonprocurement Codes](#)

Agency & Acronym Information

- > [Agency Contacts](#)
- > [Agency Descriptions](#)
- > [State/Country Code Descriptions](#)

OFFICIAL GOVERNMENT USE ONLY

- > [Debar Maintenance](#)
- > [Administration](#)
- > [Upload Login](#)

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : Aspire Public Schools
As of 16-Nov-2012 1:43 PM EST
[Save to MyEPLS](#)

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > [Search Help](#)
- > [Advanced Search Tips](#)
- > [Public User's Manual](#)
- > [FAQ](#)
- > [Acronyms](#)
- > [Privacy Act Provisions](#)
- > [News](#)
- > [System for Award Management \(SAM\)](#)

Reports

- > [Advanced Reports](#)
- > [Recent Updates](#)
- > [Dashboard](#)

Archive Search - Past Exclusions

- > [Advanced Archive Search](#)
- > [Multiple Names](#)
- > [Recent Updates](#)
- > [Browse All Records](#)

Contact Information

- > [For Help: Federal Service Desk](#)

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

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

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

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

Attachment Checklist

- 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.epls.gov/epls/search.do>)
- 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) damaliah.nazapas@ousd.k12.ca.us

Contractor Information

Contractor Name	ASPIRE PUBLIC SCHOOLS	Agency's Contact	Lynzi Ziegenhagen				
OUSD Vendor ID #	V019310	Title	Engagement Lead				
Street Address	1001 22nd Avenue, Oakland, CA 94606	City	Oakland	State	CA	Zip	94606
Telephone	(510) 434-5076	Email (required)	Lynzi.Ziegenhagen@aspirepublicschools.org				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	11/01/2012	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 139.00	Number of Hours (required)	108.00		

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
9156	WK Kellogg	9561444201	5825	\$ 15,000.00
			5825	\$
			5825	\$
Requisition No. (required)	RO308884		Total Contract Amount	\$ 15,000.00

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	David Montes de Oca	Phone	(510) 336-7570
	Site / Department	Quality Community Schools Development		Fax	(510) 482-6774
	Signature			Date Approved	11/26/12
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.	Signature			Date Approved	
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
5.	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	P1304187

