Board Office Use: Le	gislative File Info.
File ID Number	13-1531
Introduction Date	6-26-13
Enactment Number	13-1329
Enactment Date	6/26/13



Memo

wemo	
To From	Board of Education Tony Smith, Ph.D., Superintendent By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action Vernon Hal, Deputy Superintendent, Business & Operations
Board Meeting Date (To be completed by Procurement)	
Subject	Professional Services Contract Amendment - 3 ASPIRE PUBLIC SCHOOLS Oakland CA (Contractor, City/State) - Quality Community Schools Development (site/department)
Action Requested	Ratification by the Governing Board of the amendment to the professional services contract between the District and <u>ASPIRE PUBLIC SCHOOLS</u> . Services to be primarily provided to <u>Quality Community Schools Development</u> for the period of <u>11/1/2012</u> through <u>06/30/2013</u> , in an amount not to exceed \$4,200.00
Background A one paragraph explanation of why an amendment is needed.	Amendment 3 is required to conduct specific targeted Comparison Analysis with other technology solutions.
Discussion One paragraph summary of the amended scope of work.	Amendment 3 of a contract for services between OUSD & ASPIRE PUBLIC SCHOOLS, Oakland CA, for the latter to provide an Evaluation Report that describes the comparative analysis of Schoolzilla data management systems with other software solutions, through the period of November 1, 2012 through June 30, 2013 increasing to not to exceed amount from \$55,000.00 to \$59,200.00.All other terms remain in full force and effect.
Recommendation	Ratification by the Governing Board of the amendment to the professional services contract between the District and ASPIRE PUBLIC SCHOOLS Services to be primarily provided to Quality Community Schools Development for the period of 11/1/2012 through 06/30/2013, in an amount not to exceed \$4,200.00
Fiscal Impact	Funding resource name (please spell out) SF Foundation SQR not to exceed \$4,200.00
Attachments	Contract Amendment Conv of original contract

Copy of original contract

Board Office Use: Leg	islative File Info.
File ID Number	13-1531
Introduction Date	6-26-13
Enactment Number	13-1329
Enactment Date	6/26/13 01



AMENDMENT NO. 3 TO PROFESSIONAL SERVICES CONTRACT

and ASPI	This A IRE PUBLIC SC	Amendment is entered into between the Oakland Unified School District (OUS CHOOLS (CONTRACTOR), OUSD entered into an Agreement with COI November 1, 2012, and the parties agree to amend that Agr	NTRACTOR for services of		
expected fine Revised	pe of work has inal results, such d scope of work a	the scope of work has changed. Changed: Provide brief description of revised scope of work including a as services, materials, products, and/or reports; attach additional pages as rattached. OR, The CONTRACTOR agrees to provide the following amende	measurable description on necessary. d services:		
lditions to t plutions.	he scope includ	le: conducting specific targeted Comparison Analysis with other	r technology		
If the	term has char	te term of the contract is <u>unchanged</u> .			
Compens	sation: Th	ne contract price is <u>unchanged</u> .	anged.		
		n has changed: The contract price is amended by			
	Increase	of \$4,200.00 to original contract amount			
		e of \$to original contract amount			
and the new contract total is Fifty-Nine Thousand, Two Hundred Dollarsdollars (\$59,200.00)					
and in ful	I force and effe	All other provisions of the Agreement, and prior Amendment(s) if ar			
Amendm	ent History:	ct as originally stated. ous amendments to this Agreement. This contract has previously been a			
Amendm	ent History:				
Amendm	ent History: nere are no previ	ous amendments to this Agreement. 🔳 This contract has previously been a	mended as follows:		
Amendm	nent History: nere are no previ	ous amendments to this Agreement. This contract has previously been a	mended as follows: Amount of Increase (Decrease)		
Amendm TY No.	pent History: nere are no previ Date 02/08/2013	ous amendments to this Agreement. This contract has previously been a General Description of Reason for Amendment Stakeholder engagement was successful & Schoozilla interest increased.	mended as follows: Amount of Increase (Decrease) \$ 20,000.00		

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.]

SCOPE OF WORK

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

Amendment 3 of a contract for services between OUSD & ASPIRE PUBLIC SCHOOLS, Oakland CA, for the latter to provide an Evaluation Report that describes the comparative analysis of Schoolzilla data management systems with other software solutions, through the period of November 1, 2012 through June 30, 2013 increasing to not to exceed amount from \$55,000.00 to \$59,200.00.All other terms remain in full force and effect.

AS	PIRE PUBLIC SCHOOLS will provide a maximum of 120.00 hours of services at a rate of \$35.00 per hour for	а
tota	not to exceed \$4,200.00 Services are anticipated to begin on 11/1/2012 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 <i>this</i> Contractor will do.	>
	Contractor will expand the scope of the professional services support to include conducting specific targeted Comparison Analysis with other technology solutions.	
2.	Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as 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	nd SW on
	As a result of this Amendment, the District will have an Evaluation Report that describes the comparative analysis of the Schoolzilla Data Management systems in comparison to other software solutions.	
3.	(Check all that apply.)	
	✓ Ensure a high quality instructional core ✓ Prepare students for success in college and careers	
	✓ Develop social, emotional and physical health ✓ Safe, healthy and supportive schools	
	 ✓ Create equitable opportunities for learning ✓ Accountable for quality ✓ Full service community district 	
	✓ High quality and effective instruction ✓ Full service community district	

Rev. 6/22/11 v3 Page 5 of 6

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds					
	Plea		elect:		
		Actio	on Item included in Board Approved SPSA (no additional documentation required) – Action Item Number:		
			on Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager or 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.		



AMENDMENT ROUTING FORM

2012-2013

Date

		PR	OFESS	SIONAL SERVICE	es Co	NTR/	ACT AM	1END	MENT	No		3	
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	. Insert the	e amendmo	ent numb	er (i.e. if this is the fire	st amend	ment e	nter "1," s	econd en	ter "2," et	tc.) at	the t	op of the	
	amendmen	ıt.											
3	3. If contra	ct total an	nount has	s increased, the scope o	f work h	as char	ged. OUS	D contro	ict origina	tor cr	eates	new	
	requisition	n with the	e original	PO number reference	d in the	item c	lescription	l.					
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	requisitio	n.				1 10.0	1.61	Al	status at Dou		- 0-4	***	
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	hment	Con	tract ame	ndment packet including	Board M	emo ar	d Amendm	ent Form	1				
Chec	klist	■ Ame	ended Sc	ope of work (Be specific	as to wha	t additi	onal work is	s being d	one by this	s cons	ultant.)	
Oller	Staff Contact	Emails ab	oard Appl	roved copy of the original ntract should be sent to: (F	equired)		maliah.naz			I IIS			
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	nded Amount		\$4,200.	00	New Regulsition #			R0323813					
New	Total Contrac	t Amount	\$ 59,200	0.00	Start Date 11/1/2012			End Date 06/30/2013		2013			
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				this vendor does not app	ear on th	e Exclu		_					
	Site Administ	rator or Ma	nager	Name David Montes		1.486	Phone	510336	37570	F	x 51	04826774	1 (1 (1)
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	Signature						Date App	proved					
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3.	Signature						Date App						
		rintendent l	instruction	nal Leadership / Deputy St	uperinten	dent Bu	siness Ope	rations	Consultant A	ggregat	e Under	Over 🗆	\$50,000
4.	Signature	Aller Angel and a second party of	~~~				Date App	proved					
5.		nt or Board	d of Educa	ation Signature on the legal	l contract	13. 1					in the second		

2844

Legat Required if not using standard contract

Date Received

Approved

Denied - Reason

PQ Number

Procurement

Board Office Use: Le	gislative File Info.	
File ID Number	13-1530	
Introduction Date	6-26-13	
Enactment Number	13-1328	
Enactment Date	10/26/13	6



Memo

Board of Education

Tony Smith, Ph.D., Superintendent

From

By: Maria Santos, Deputy Superintendent, Instruction, Leadership &

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

Board	Meeting	Date
(To be	complet	ed by
Procur	ement)	

Subject

Professional Services Contract Amendment -

CA (Contractor, City/State) -ASPIRE PUBLIC SCHOOLS Oakland

Quality Community Schools Development (site/department)

Action Requested

Ratification by the Governing Board of the amendment to the professional services

contract between the District and ASPIRE PUBLIC SCHOOLS

Services to be primarily provided to Quality Community Schools Development for the period of $\underline{11/1/2012}$ through $\underline{06/30/2013}$, in an amount not to exceed

\$ 20,000.00

Background A one paragraph

explanation of why an amendment is needed.

Amendment 2 is required to deliver additional support for OUSD team members using the Schoolzilla platform, additional dashboards to be created for OUSD, and additional iteration on Schoolzilla's Data Warehouse platform to support specific analytical requests made by OUSD.

Discussion One paragraph summary of the amended scope of

work.

Amendment 2 of a contract for services between OUSD & ASPIRE PUBLIC SCHOOLS, Oakland CA, for the latter to ensure OUSD is able to successfully transition to using Schoolzilla for core reporting, providing additional support, adding revisions to fit analytical needs through the period of November 1, 2012 through June 30, 2013 increasing to not to exceed amount from \$25,000.00 to \$45,000.00.All other terms remain in full force and effect.

Recommendation

Ratification by the Governing Board of the amendment to the professional services contract between the District and ASPIRE PUBLIC SCHOOLS Services to be primarily provided to Quality Community Schools Development the period of 11/1/2012 through 06/30/2013, in an amount not to exceed

\$ 20,000.00

Fiscal Impact

Funding resource name (please spell out) SF Foundation SQR

not to exceed \$20,000.00

Attachments

- Contract Amendment
- Copy of original contract

Board Office Use: Leg	Islative File Info.
File ID Number	13-1530
Introduction Date	6-26-13
Enactment Number	12-1328
Enactment Date	6/26/13 0



		TO PROFESSIONAL SERVICES CONTRACT	
nd ASPI	This A	mendment is entered into between the Oakland Unified School District (OUS CHOOLS (CONTRACTOR), OUSD entered into an Agreement with CONTRACTOR)	TRACTOR for services on
If the sco expected fi Revised ditions to the	pe of work has nal results, such d scope of work a ne scope includ roduct, and coll	changed: Provide brief description of revised scope of work including a as services, materials, products, and/or reports; attach additional pages as nattached. OR, The CONTRACTOR agrees to provide the following amended: e: Report creation training for OUSD team members, Implementation	measurable description of ecessary. d services: and rollout of data
Terms (de	uration): The The	nged: The contract term is extended by an additional	
			nged.
If the			
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and th			55,000.00
and in full	force and effe ent History:	ct as originally stated.	
No.	Date		Amount of Increase (Decrease)
1	02/08/2013	Stakeholder engagement was successful & Schoozilla interest increased.	\$ 20,000.00
			\$
			\$
signature l	by the State Adi	ministrator, the Board of Education, and/or the Interim Superintendent	approved. Approval requires as their designee.
	Services: If the sco expected fi Reviser ditions to the chouse protomized reservation of the compens If the com	Services: The scope of work has expected final results, such Revised scope of work and collections to the scope include rehouse product, and collectionized reports. Terms (duration): The lift the term has charmand the amended expected final results, and the compensation: The lift the compensation: Increase Decrease and the new contract Remaining Provisions: and in full force and effect Amendment History: There are no previous. No. Date 1 02/08/2013 Approval: This Agreemes signature by the State Administration of the state Administration of the scope of work and collections of the scope	This Amendment is entered into between the Oakland Unified School District (OUS ASPIRE PUBLIC SCHOOLS (CONTRACTOR). OUSD entered into an Agreement with Control November 1, 2012 and the parties agree to amend that Agreement is entered into an Agreement with Control November 1, 2012 and the parties agree to amend that Agreement with Control Revised Services: The scope of work has changed: Provide brief description of revised scope of work including a expected final results, such as services, materials, products, and/or reports; attach additional pages as n Revised scope of work attached. OR, The CONTRACTOR agrees to provide the following amended in the scope include: Report creation training for OUSD team members, Implementation rehouse product, and collaboration w/ Inquiry Cohorts to asses end-user reporting needs and paterials and collaboration with inquiry Cohorts to asses end-user reporting needs and paterials and the amended expiration date is Terms (duration): The term of the contract term is extended by an additional and the amended expiration date is Compensation: The contract price is unchanged. The contract price has changed. The contract price is amended by Increase of \$ 20,000.00

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.

Amendment 2 of a contract for services between OUSD & ASPIRE PUBLIC SCHOOLS, Oakland CA, for the latter to ensure OUSD is able to successfully transition to using Schoolzilla for core reporting, providing additional support, adding revisions to fit analytical needs through the period of November 1, 2012 through June 30, 2013 increasing to not to exceed amount from \$25,000.00 to \$45,000.00.All other terms remain in full force and effect.

SCOPE OF WORK

AS	PIRE PUBLIC SCHOOLS will provide a m	aximum of 150.00 hours of services at a rate of \$133.33 per hour for a
tota	I not to exceed \$20,000.00 Services are anticipated	o begin on 11/1/2012 and end on 06/30/2013
1.	Description of Services to be Provided: Provabout what service(s) OUSD is purchasing and what <i>this</i>	vide a description of the service(s) the contractor will provide. Be specific Contractor will do.
	OUSD's "Data Heroes", collaborate w/ Inquiry Col	nal services support to include report creator training for norts to asses end-user reporting needs and prototype OUSD-h the LCI/Inquiry Cohort team on the implementation and
2.	result of the service(s): 1) How many more Oakland children are attending school 95% or more? 3) How many more Oakland children have access to, and use,	emes from the services of this Contract? Be specific. For example, as a shildren are graduating from high school? 2) How many more Oakland by more students have meaningful internships and/or paying jobs? 4) How the health services they need? Provide details of program participation will be able to). NOT THE GOALS OF THE SITE OR DEPARTMENT.
		and implement it's Schoozilla Data Warehouse product, have creation process, and ultimately have a School Health Dashboard oss a wide variety of schools,
3.	Alignment with District Strategic Plan: Indica (Check all that apply.)	ate the goals and visions supported by the services of this contract:
	Ensure a high quality instructional core	✓ Prepare students for success in college and careers
	Develop social, emotional and physical health	✓ Safe, healthy and supportive schools
	Create equitable opportunities for learning	Accountable for quality
	High quality and effective instruction	Full service community district

Rev. 6/22/11 v3 Page 5 of 6

4.	Please	nment with Single Plan for Student Achievement (required if using State or Federal Funds)
	☐ A	ction Item included in Board Approved SPSA (no additional documentation required) – Action Item Number:
		ction Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager ther 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.

Rev. 6/22/11 v3 Page 6 of 6



AMENDMENT ROUTING FORM

2012-2013

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 2

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Servic	ces beyond t	ne origina	l contrac	t cannot be provided u	ntil the a	mendme	nt has b	een fully	approved	and the	e Purchase Order
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	hment	Con	tract amer	ndment packet including	Board Mo	emo and	Amendm	ent Form			
Chec	klist	■ Ame	ended Sco	pe of work (Be specific	as to wha	t additions	al work is	being do	ne by this	consult	ant.)
		A Bo	oard Appro	oved copy of the original	contract	and any p	nor Ame	indments.	- 4 L 4 D - n		
บบรบ	Staff Contact	Emails ab	out this con	tract should be sent to: (F	(etjuireu)	dama	allan.naz	apas@ou	sd.k12.ca	us	
		1 '		Contra	ctor Info	rmation					
Contr	actor Name	ASPIRE	PUBLIC	SCHOOLS	Agency	's Contac	t Lynzi	Zlegenha	gen		
	Vendor ID#	MANUEL AND ADDRESS OF THE PARTY			,		gement L				
Street	t Address	1001 22	2nd Avenu	re, Oakland, CA 94606	City	Oakland			ate CA		Zip 94606
Telep	hone	(510) 4	34-5076		Email	Lynzi.Zic	agenhagi	an@aspir	epublicsch	nools.org	
		Co	mpensat	tion and Terms – Mu	st be wi	thin the	OUSD	Billing G	uideline	s	
Origin	nal Contract A		\$ 35,000	A STATE OF THE STA		I PO Num				2130418	37
	nded Amount		\$ 20,000	······································	New Requisition						92
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Pay F	Rate Per Hour	(Required)	133.3		1		3 (Required)		150.00	27.	
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Increa	sed by Procure	ment.									
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-	Site Administ			Name David Montes	********* ***	::	Phone	510336	7570	Fax	5104826774
ş	Site / Departme			Quality Community So						1 1	
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*	Signaturo		and the state of t				Date App		***************************************		and the second s
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Board Office Use: Leg	gislative File Info.
File ID Number	13-0394
Introduction Date	3/27/13
Enactment Number	13-0555
Enactment Date	3/27/13 6



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Memo

To

Board of Education
Tony Smith, Ph.D., Superintendent

From

By Maria Santos, Deputy Superintendent, Instruction, Leadership &

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by
Procurement)

3 27 13

Subject	S	ub	je	ct
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Professional Services Contract Amendment - 1

ASPIRE PUBLIC SCHOOLS Oakland CA (Contractor, City/State) -
Quality Community Schools Development (site/department)

Action Requested

Ratification by the Governing Board of the amendment to the professional services contract between the District and <u>ASPIRE PUBLIC SCHOOLS</u>.

Services to be primarily provided to <u>Quality Community Schools Development</u> for the period of <u>11/1/2012</u> through <u>06/30/2013</u>, in an amount not to exceed \$ 20,000.00

Background A one paragraph explanation of why an amendment is needed.

This revision is required because of the initial success of the work. Stakeholder engagement has been extremely successful, and interest at OUSD in using Schoolzilla has expanded significantly beyond the initially targeted group (QCSD and the OUSD cabinet). This expansion will in turn require an expansion in the scope of the work, products delivered, and intended outcomes.

Discussion One paragraph summary of the amended scope of work.

Amendment 1 of a contract for services between OUSD and ASPIRE PUBLIC SCHOOLS, Oakland CA, for the latter to provide report creation support to help OUSD pilot its data warehouse product, provide Inquiry Cohorts & testing reports for use by principals & teachers, through the period of November 1, 2012 through June 30, 2013 increasing to not to exceed amount from \$15,000.00 to \$35,000.00.All other terms remain in full force and effect.

Recommendation

Ratification by the Governing Board of the amendment to the professional services contract between the District and ASPIRE PUBLIC SCHOOLS

Services to be primarily provided to Quality Community Schools Development for the period of 11/1/2012 through 06/30/2013 , in an amount not to exceed \$ 20,000.00

Fiscal Impact

Funding resource name (please spell out) General Fund & WK Kellogg not to exceed \$20,000.00

Attachments

Contract Amendment
 Converted amendment

Copy of original contract

Board Office Use: Legislative File Info.
File ID Number 12-0394 Introduction Date Enactment Number **Enactment Date**

New Req. No.

Rev. 6/12 v1



Community Schools, Thriving Students

AMENDMENT NO. TO PROFESSIONAL SERVICES CONTRACT

The scope of work has char final results, such as sed scope of work attach	November 1, 2012, and the parties agree to amend to cope of work has changed. ONLY the funding anged: Provide brief description of revised scope of work inclusives, materials, products, and/or reports; attach additional paged. OR, The CONTRACTOR agrees to provide the following and contract of the co	hat Agreement as follows: source has changed. iding a measurable description of the same as necessary.
ope of work has char final results, such as se ad scope of work attach	nged: Provide brief description of revised scope of work inclusivities, materials, products, and/or reports; attach additional paged. OR, The CONTRACTOR agrees to provide the following a	iding a measurable description of les as necessary.
product, and collabora	eport creation training for OUSD team members, Impleme ation w/ Inquiry Cohorts to asses end-user reporting needs	ntation and rollout of data s and prototype OUSD-
duration): The term	m of the contract is <u>unchanged</u> . The term of the contract term is extended by an additional	
the amended expirate	ion date is	
		has changed.
nsation: Ine cor	made prior to arrest age.	
Increase of \$	20,000.00 to original contract amount	
		ollars (\$35,000.00)
the new contract total	il is Initty-Five Indusand Dollars	
There are no previous a	mendments to this Agreement. This contract has previously General Description of Reason for Amendment	been amended as follows: Amount of Increase (Decrease)
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by the State Adminis	strator, the Board of Education, and/or the Interim Superior	/ /
	e term has changed the amended expiration: The core compensation has Increase of Increase of the new contract totating Provisions: All force and effect as ment History: There are no previous a Date Date Date Date Date Date Date DUNIFIED SCHOOL Divisions: All force and effect as ment History:	e term has changed: The contract term is extended by an additional

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.

Amendment 1 of a contract for services between OUSD and ASPIRE PUBLIC SCHOOLS, Oakland CA, for the latter to provide report creation support to help OUSD pilot its data warehouse product, provide Inquiry Cohorts & testing reports for use by principals & teachers, through the period of November 1, 2012 through June 30, 2013 increasing to not to exceed amount from \$15,000.00 to \$35,000.00.All other terms remain in full force and effect.

	Scope 0	DF WORK
		m of 150.00 hours of services at a rate of \$133.33 per hour for a
tota	otal not to exceed \$20,000.00 . Services are anticipated to begi	n on <u>11/1/2012</u> and end on <u>06/30/2013</u> .
1.	 Description of Services to be Provided: Provide a about what service(s) OUSD is purchasing and what this Contra 	description of the service(s) the contractor will provide. Be specific
	Contractor will expand the scope of the professional set OUSD's "Data Heroes", collaborate w/ Inquiry Cohorts to customized reports. Contractor will collaborate with the rollout of the data warehouse product,.	o asses end-user reporting needs and prototype OUSD-
2.	result of the service(s): 1) How many more Oakland children children are attending school 95% or more? 3) How many more children are attending school 95% or more? 3 How many more than the children are attending to the children are attended to the c	from the services of this Contract? Be specific. For example, as a regraduating from high school? 2) How many more Oakland restudents have meaningful internships and/or paying jobs? 4) How ealth services they need? Provide details of program participation
	(Students will) and measurable outcomes (Participants will b	e able to). NOT THE GOALS OF THE SITE OR DEPARTMENT.
	" A The Dietriet will launch and in	nplement it's Schoozilla Data Warehouse product, have tion process, and ultimately have a School Health Dashboard
3.	Alignment with District Strategic Plan: Indicate the (Check all that apply.)	
	(Check all that apply.) ✓ Ensure a high quality instructional core	✓ Prepare students for success in college and careers
	Develop social, emotional and physical health	Safe, healthy and supportive schools
	✓ Create equitable opportunities for learning	Accountable for quality
	High quality and effective instruction	Full service community district

Rev. 6/22/11 v3 Page 5 of 6

4.	ase :	nent with Single Plan for Student Achievement (required if using State or Federal Funds) select: tion Item included in Board Approved SPSA (no additional documentation required) Action Item Number:
	Act	tion Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager ler 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.

Rev. 6/22/11 v3 Page 6 of 6



AMENDMENT ROUTING FORM

2012-2013

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. ______

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Contract Emisls about this contract stands be sent to Required damallah.nazapas@ousd.kt2.ca Contractor Information Agency's Contact Contractor Information Agency's Contact Contract Amount State CA State CA Compensation and Terms — Must be within the OUSD Billing Guideling and Contract Amount \$20,000.00 Contract Amount \$15,000.00 Contract Amount \$35,000.00 Start Date 11/1/2012 End Date Polyment Description and Terms — Must be within the OUSD Billing Guideling and Contract Amount \$35,000.00 Co	ses beyond the original contract cannot be provided until the amendment has been fully approved and the amount has been increased by Procurement. Contractor and OUSD contract originator reach agreement on modification to original Scope of Work. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the amendment. If contract total amount has increased, the scope of work has changed. 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If contract Emails should be sent to: (Sequire) damaliah.nazapas@ousd.k12.ca.us Contractor Information Contract Amount State CA Zin Email Lynzi.Ziegenhagen@aspirepublicschools.org Compensation and Terms — Must be within the OUSD Billing Guidelines I Contract Amount \$15,000.00 Original PO Number P1304187 and Amount \$20,000.00 New Requisition # RO311791 Contract Amount \$35,000.00 Start Date 1/1/1/2012 End Date 06/30 Budget Information If you are planning to multi-fund a contract using LEP funds. plusse contract the State and Federal Office before complaining funce # Resource Name Ong Key Object Code Object Code Object Code Ong General Fund 9481110201 5825 \$10,000		

Rev. 6/12 v1

Procurement

Date Received

THIS FORM IS NOT A CONTRACT





PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

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	Sei	rvices car	nnot be pr	ovided	until the con	tract is	fully ap	proved a	ind a P	urchase (Order has b	een iss	ued.	
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	2. Ensure c	ontractor I	meets the	onsulta	nt requirement ator complete t	s (includ	ing The I	excluded f	arty Lis	t, Insuran	ce and HRSS	Consult	ant verificati	on)
	 Contract Within 2 	weeks of	creating th	e requis	ition the OUSD	contrac	ct origina	ator submi	ts comp	ete contro	act packet fo	r approv	val to Procure	ment.
Attac	hment [For indiv	vidual cons	ultants:	HRSS Pre-C	Consulta	nt Scree	ning Lette	er for th	e current	fiscal year.			
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	hone) 434-5076					(required)			gen@aspire			
Cont	ractor Histor	У	Previously	been a	an OUSD cont	ractor?	Yes	No	W	orked as	an OUSD er	nployee	? Yes	No
			Compens	sation	and Terms	– Must	be wit	hin the (OUSD	Billing G	Guidelines			
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	Administrat	or / Manag	er (Originato	r) N	lame David	Montes	de Oca			Phone	(510) 336	7570		
1.	Site / Det	artment		Qualit	y Community	Schools	Develo	pment		Fax	(510) 482	6774		
	Signature	1	3						1	Approved		26	12	
					d by: State and							and Com	nunity Partnership	98
	Scope of	work indicat	tes complia	nt use of	restricted resou	urce and	is in align	ment with	school s	ite plan (SI	PSA)			
2.	Signature								Date	e Approved				
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File ID Number	12 - 3255
Introduction Date	1/9/13
Enactment Number	12-0122
Enactment Date	119/13 0



Memo	
То	The Board of Education
From	Tony Smith, Ph.D., Superintendent By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action Vernon Hal, Deputy Superintendent, Business & Operations
Board Meeting Date (To be completed by Procurement)	
Subject	Professional Services Contract - 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
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
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

File ID Number	12-3255
Introduction Date	1/9/13
Enactment Number	12-0122
Enactment Date	19/13 21



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

par	perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The ties agree as follows:
1.	Services: The CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
2.	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
3.	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.
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:
	 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.
5.	A STATE OF THE CONTRACTOR chall provide all equipment materials and supplies necessary for the performance of this
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.	the 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 CONTRACTOR: **OUSD Representative:** Name: David Montes de Oca Name: Lynzi Ziegenhagen Title: Engagement Lead Quality Community Schools Development Site /Dept.: Address: 1001 22nd Avenue, Oakland, CA 94606 Address: 94606 Oakland Oakland, CA Phone: (510) 434-5076 Phone: (510) 336-7570 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. 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: 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. 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: 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.

- 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, darnage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 16. Copyright/Trademark/Patent/Ownership. CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 17. Waiver: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 18. Termination: OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 19. Conduct of Consultant. CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 - 1. Tuberculosis Screening
 - 2. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial:

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

- 20. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 21. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 - Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 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 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 of the modification. 4. Sign-in sheet for meeting in which the SPSA modification was approved.

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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.
- 31. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/epls/search.do)

Summary of terms and compensation:			
Anticipated start date 11/01/2012	Work shall be complete	d by: <u>06/30/2013</u> Tota	al Fee: \$ 15,000.00
OAKLAND UNIFIED SCHOOL DISTRICT	1	CONTRACTOR	
President, Board of Education	11/16/12 Date	Contractor Signature	Date 2-1/2
Superintendent or Designee Certified:	3 28 13 Date	Lynzi Ziegenhagen Print Name, Title	Engagement Lead
	Date	Print Name, True	
Edgar Rakestraw, Jr., Secretary Board of Education	Page 4	of 6	

File ID Number: 3-0396
Introduction Date: 3/27/13
Enactment Number: 3-0553
Enactment Date: 3/27/13

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.

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

hours of services at a rate of \$ 139.00 per hour for a 1/2012 and end on 06/30/2013. In of the service(s) the contractor will provide. Be specific to. In to 108 hours of custom build work, provide the DUSD staff to access the School House Dashboard (12) month period following the completion of the services of this Contract? Be specific. For example, as a duating from high school? 2) How many more Oakland is have meaningful internships and/or paying jobs? 4) How lices they need? Provide details of program participation.
n of the service(s) the contractor will provide. Be specific do. to 108 hours of custom build work, provide the DUSD staff to access the School House Dashboard (2) month period following the completion of the services of this Contract? Be specific. For example, as a duating from high school? 2) How many more Oakland is have meaningful internships and/or paying jobs? 4) How
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duating from high school? 2) How many more Oakland s have meaningful internships and/or paying jobs? 4) How
.). NOT THE GOALS OF THE SITE OR DEPARTMENT.
shboard, populated with student, school and district level ementation of quality assurance tools aligned to the
d visions supported by the services of this contract:
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district



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.



TABLE 1 - FEE SCHEDULE

	Estimate	Unit	Unit Cost	્રામાં (૯ ૧૬)
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	ja e
Design & Build	 ASPIRE and OUSD will align on which metrics to include in the School Head Dashboard by the milestone date identified above. 	
Dung	 ASPIRE will require a signed non-disclosure agreement with external partie contracted by OUSD to support any items related to this SOW. 	
	 Appropriate ASPIRE members will have access to necessary data from OUS 	SD.



Area -	As	sumption
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 &		OUSD Leads will be active participants in this project.
Roles	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			



Accepted and agreed to:	
ASPIRE PUBLIC SCHOOLS	OAKLAND UNIFIED SCHOOL DISTRICT
Signed:	Signed:
Printed: LA form HZLTZ	Printed. Tony Smith
Title: C. C. C.	Title: Supar interestant
Date: / / / / / / / / / / / / / / / / / / /	Date: 11/27/12