Board Office Use: Legislative File Info. File ID Number: 14-0867 05/28/2014 Introduction Date: **Enactment Number: Enactment Date:** 



#### Memo

To:

Board of Education

From:

GARY YEE, EdD, ACTING SUPERINTENDENT

Board Meeting Date: 05/28/2014

Subject:

**Professional Service Contract** 

Contractor:

Oakland Schools Foundation of Oakland, CA

Services for: 958-DISTRICT COMMUNICATIONS

Board Action Requested Approval by the Board of Education of a Professional Services Contract between the District and and Recommendation: Oakland Schools Foundation, Oakland, CA, for the latter to provide: update the content of recruiting brochures for each OUSD school serving grades 6, 7, and/or 8 - includes initial project coordination with school leaders, fact-finding, and preliminary draft of written text for the period of 05/01/2014 through 06/30/2014 in an amount not to exceed \$10,000.00.

#### Background:

(A one paragraph explanation of why the consultant's services are needed.) Middle schools need support in their outreach and recruiting efforts. The fifth and sixth grade transition presents one of the biggest retention problems for OUSD enrollment. As of 2013, the District was losing one third of our families as students make the move from fifth to sixth grade. Incoming sixth graders who are new to OUSD fill only half of those vacated seats.

#### Discussion:

(QUANTIFY what is being purchased.)

update the content of recruiting brochures for each OUSD school serving grades 6, 7, and/or 8 - includes initial project coordination with school leaders, fact-finding, and preliminary draft of written text

Board Office Use: Legislative File Info. 4-0867 File ID Number: 05/28/2014 Introduction Date: Enactment Number: 14-0882 **Enactment Date:** 



#### Memo

To:

Board of Education

From:

GARY YEE, EdD, ACTING SUPERINTENDENT

Board Meeting Date: 05/28/2014

Subject:

Professional Service Contract

Contractor:

Oakland Schools Foundation of Oakland, CA

Services for: 958-DISTRICT COMMUNICATIONS

Board Action Requested Approval by the Board of Education of a Professional Services Contract between the District and and Recommendation: Oakland Schools Foundation, Oakland, CA, for the latter to provide: update the content of recruiting brochures for each OUSD school serving grades 6, 7, and/or 8 - includes initial project coordination with school leaders, fact-finding, and preliminary draft of written text for the period of 05/01/2014 through 06/30/2014 in an amount not to exceed \$10,000.00.

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Board Office Use: Legislative File Info.	
File ID Number:	14-0867
Introduction Date:	05/28/2014
Enactment Number:	14-0882
Enactment Date:	5/28/14



Fiscal Impact: Funding resources below not to exceed \$10,000.00

Attachments: Professional Services Contract including Scope of Work

Waiver Summary

Resume / Statement of Qualifications

EPLS Search Results Page

Insurance Certification (if no Waiver was granted)

islative File Info.
14-0867
05/28/2014
14-0882
5/20/14



# PROFESSIONAL SERVICES CONTRACT 2013-2014

This	Agreement is entered into between Oakland Schools Foundation	
(CO the t	NTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to corurnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with ially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experience to provide such services. The parties agree as follows:	persons
	Services: CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and inco herein by reference.	
2.	<b>Terms</b> : CONTRACTOR shall commence work on $\frac{05/01/2014}{}$ , or the day immediately following approval by the Superin	ntendent
	if the aggregate amount CONTRACTOR has contracted with the District is below $\frac{\$84,100.00}{\$84,100.00}$ in the current fiscal year; or,	
	by the Board of Education if the total contract(s) exceed\$84,100.00 , whichever is later. The work shall be completed no la	ater than
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreemen	nt. The
	compensation under this Contract shall not exceed	
	Dollars (\$10,000.00) [per fiscal year], at an hourly billing rate not to exceedNA per hour. This sum sha	
	full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not lir	nited 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 Ex attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.	hibit "A,"
	OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing ser	vices for
	OUSD, except as follows: No Reimbursements	·
	Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) da CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Worl 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 CONTR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and case must be replaced by CONTRACTOR without delay.	ne time a
4.	Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance	ce of this
	Agreement except:NONE	1
	which shall not exceed a total cost of	
5.	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 Servi professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practic profession for services to California school districts.	findings
	Invoicing: Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address date, invoice number, purchase order number, name of school or department service was provided to, period of service, namperson performing the service, date service was rendered, brief description of services provided, number of hours of service rate, total payment requested.	, invoice ne of the
7.	<b>Notices</b> : All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address below:	
o.P.o.	3/11/13 Requisition No. R0410483 P.O. No	
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#### **Professional Services Contract**

OUSD Representative:		CONTRACTOR:	
Name:	TROY FLINT	Name: _	David Korsak
Site /Dept.	. 958-DISTRICT COMMUNICATIONS	Title:	Officer (Executive)
Address:	1000 Broadway, Suite 680	Address	PO Box 27148
_	Oakland, CA 94607		Oakland, CA 94602
Phone:	510-879-8242	Phone:	510-842-3461

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

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

#### 9. **Insurance**:

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

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- □ CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

#### OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 10. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 11. **Assignment**: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 12. **Non-Discrimination**: It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

		R0410483		
eRev. 3/11/13	Page 2 of 6	Requisition No.	P.O No.	
	_			

#### **Professional Services Contract**

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

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

- 19. **No Rights in Third Parties**: This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 20. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  - 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
- 21. Limitation of OUSD Liability: Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 22. **Confidentiality**: CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

		R0410483	
eRev. 3/11/13	Page 3 of 6	Requisition No.	P.O No

#### **Professional Services Contract**

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

23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable 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.

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

OAKLAND UNIFIED SCHOOL DISTRICT		CONTRACTOR	
	5/29/14	David Korsak	04/30/2014
☐ President, Board of Education	Date	Contractor eSignature	Date
Superintendent or Designee	( (		
550-119	5/29/14	David Korsak, Officer	(Executive)
Secretary, Board of Education	Date	Print Name, Title	

R0410483

Requisition No. \_\_\_\_\_ P.O No. \_\_\_\_\_

#### **EXHIBIT "A" SCOPE OF WORK**

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

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

Update the content of recruiting brochures for each OUSD school serving grades 6, 7, and/or 8 - includes initial project coordination with school leaders, fact-finding, and preliminary draft of written text. Updated brochures will provide families throughout Oakland with access to better information about their school choices and the portfolio of quality educational opportunities that OUSD offers middle school students. Middle schools need support in their outreach and recruiting efforts. The fifth and sixth grade transition presents one of the biggest retention problems for OUSD enrollment. As of 2013, the District was losing one third of our families as students make the move from fifth to sixth grade. Incoming sixth graders who are new to OUSD fill only half of those vacated seats.

eRev. 3/11/13 Page 5 of 6 Requisition No. \_\_\_\_\_\_ P.O. No. \_\_\_\_\_

2.	of the atter Oak will.	Specific Outcomes: What are the expected outcomes from the services of the service(s): 1) How many more Oakland children are graduating from high attending school 95% or more? 3) How many more students have meaningful in Oakland children have access to, and use, the health services they need? Pwill) and measurable outcomes (Participants will be able to). NOT THE GOA Updated brochures will provide families throughout Oakland with access to choices and the portfolio of quality educational opportunities that OUSD of the control of the portfolio of quality educational opportunities.	school? 2) How many more Oakland children are ternships and/or paying jobs? 4) How many more rovide details of program participation (Students LS OF THE SITE OR DEPARTMENT.  o better information about their school
3.	Alic	Alignment with District Strategic Plan: Indicate the goals and visions sup	ported by the services of this contract:
•	(Che	(Check all that apply.)       ▼ Ensure a high quality instructional core       ▼ Prepare         ▼ Develop social, emotional and physical health       ▼ Safe, he         ▼ Create equitable opportunities for learning       ▼ Account	students for success in college and careers ealthy and supportive schools able for quality vice community district
4.	Plea	Alignment with Community School Strategic Site Plan – CSSSP (req	,
	Ш	Action Item included in Board Approved CSSSP: (no additional document	tation required)
		- Item Number(s): Not Applicable	
		No Restricted Funds	
		Action Item added as modification to Board Approved CSSSP – Some Manager either electronically via email of scanned documents, fax or drop of	
		<ol> <li>Relevant page of CSSSP with action item highlighted. Page must include date, school site name, both principal and school site council chair initial</li> </ol>	
		Meeting announcement for meeting in which the CSSSP modification was	
		3. Minutes for meeting in which the CSSSP modification was approved indi	• •
		4. Sign-in sheet for meeting in which the CSSSP modification was approve	d.

eRev. 3/11/13 Page 6 of 6 Requisition No. \_\_\_\_\_ P.O. No. \_\_\_\_

#### ContractsOnline: Contract Waiver Summary

**Site Number-Name: 958-DISTRICT COMMUNICATIONS** 

**Principal / Department Head: TROY FLINT** 

**Contractor Name: David Korsak** 

**Business Name: Oakland Schools Foundation** 

**Contract Type: Standard** 

Anticipated Start Date: 05/01/2014 Contract End Date: 06/30/2014

Rate Type: FLAT Contract Amount: \$10,000.00

#### **Applicable Waivers**

#### **Approved by Risk Management**

**Insurance-Reduction Waiver Status: NA** 

Waiver-Reduction Type: \$1,000,000 Required

Other Reduction Amount: NA

**Approval Date:** 

#### **Approved by Deputy Superintendent**

Billing Waiver Status: Approved Approval Date: 04/30/2014

Fingerprint Waiver Status: Approved Approval Date: 04/30/2014

TB Test Waiver Status: Approved Approval Date: 04/30/2014

# 2011 - 2012 ANNUAL REPORT





www.oaklandschoolsfoundation.org

# FROM THE DESK OF THE EXECUTIVE DIRECTOR



Fellow supporters of Oakland public schools,

As the following pages reflect, the Oakland Schools Foundation (OSF) carries into its tenth year a legacy of connecting Oakland public schools with the resources to support programs our students need most.

OSF's results – like the more than \$23 million we have helped raise for school programs since 2003 – speak for themselves, as do the

factors that make this work critical for Oakland. Stark resource and opportunity gaps persist across our state, with California ranking near the bottom in per-student funding. What this means for students in Oakland's under-resourced schools is very real, and it is what drives our staff, every single day.

Entering our second decade as an education fund, we remain focused on our most important measure of success: accelerating student achievement in Oakland's highest-need communities. We help schools generate and manage resources that enrich learning by collaborating with schools on innovative and long-term strategies, and by partnering with the Oakland Unified School District to create equitable outcomes across the city.

I invite you to join us in this work. OSF's commitment to collaboration – with schools, the District, our supporters, and partners – is at the heart of our equity-based vision. I look forward to speaking with you about the information in this Annual Report and about the exciting work ahead of us.

In partnership,

Brian Stanley Executive Director

mi Sto

510-473-5745

brian@oaklandschools foundation.org



# OSF MISSION AND VISION

The Oakland Schools Foundation is a local education fund that secures and manages resources for Oakland public schools in order to support its vision of equity: that all students have the opportunity to achieve excellence.



"What OSF is doing for schools in the area of resource development, plus their flexibility and responsivenesss around finance is so helpful. We identify what we need and they're able to respond to that. We cannot do this work without OSF."

- Mark Triplett, Principal Urban Promise Academy

## OUR PARTNER SCHOOLS

In 2011-12, OSF worked with 36 public schools serving more than 12,000 students.

#### **K-5 SCHOOLS**

Acorn Woodland Elementary Allendale Elementary Bridges Academy at Melrose Cleveland Elementary **EnCompass Academy** Fred T. Korematsu Discovery Academy **Futures Elementary** International Community School Learning Without Limits Manzanita Community School Manzanita SEED Elementary School Martin Luther King, Jr. Elementary New Highland Academy PLACE @ Prescott Reach Academy RISE Community School Think College Now

#### **K-8 SCHOOLS**

ASCEND Greenleaf Elementary Melrose Leadership Academy Sankofa Academy

#### **MIDDLE SCHOOLS**

Alliance Academy
Bret Harte Middle School
Elmhurst Community Prep
Frick Middle School
Roosevelt Middle School
Roots International Academy
United for Success Academy
Urban Promise Academy
West Oakland Middle School

#### **HIGH SCHOOLS**

Castlemont High School
Coliseum College Prep Academy
Life Academy of Health
& Bioscience
McClymonds High School
MetWest High School
Oakland International High School

# OSF SCHOOL DEMOGRAPHICS

- 80% eligible for free or reduced-price lunch
- 96% students of color
- 60% English Language Learners



## OSF SERVICES

#### FISCAL SPONSORSHIP AND MANAGEMENT

Fiscal management and accountability are key to resource development. As a 501(c)(3), OSF provides schools fiscal sponsorship for grants, donations, and in-kind contributions. We help our partner schools be accountable to their supporters through rigorous budget management and consistent donor follow-up.

#### **HUMAN RESOURCES MANAGEMENT**

As a fiscal sponsor for schools, OSF provides contractor and employee administration services for school programs funded by private grants and donations. OSF also employs its own program managers and coaches at schools sites to support school program development and implementation.

#### RESOURCE DEVELOPMENT

Per-student funding is on a national decline, and California currently spends close to \$3,000 less per student than the national average. The growing resource and opportunity gaps in public education require that we look for resources beyond public funding to support our students. OSF provides grant writing, donor cultivation, and partnership development services to help partner schools generate diverse resource portfolios that support programs critical to student learning and success.

#### **COMMUNICATIONS AND OUTREACH**

In order to cultivate student enrollment, community and family engagement, and resource development it is important that we share what is happening in our schools. To this end, OSF provides partner schools with communications and outreach services that include branding, website development, social media management, storytelling, mass mailings, photography, videography, and the development of communications materials such as newsletters, brochures, flyers, postcards, fact sheets, and PowerPoint presentations.

#### PROFESSIONAL LEARNING AND PROGRAM DEVELOPMENT

OSF provides inquiry-based, participant-led, and student-centered professional learning services that convene leaders across schools to share and develop strategies, practices, and resources that cultivate program improvement and, ultimately, student learning and success. OSF currently hosts three professional learning communities: Family Engagement and Leadership Initiative (FamELI), Elementary Literacy Collaborative (ELC), and Wellness Initiative. 25 schools participate in these programs.

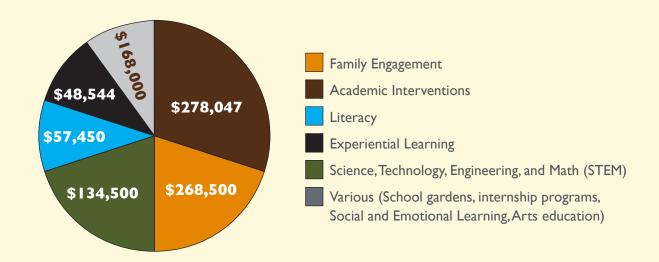
#### **DISTRICT AND CITY-WIDE SERVICES**

OSF partners closely with the Oakland Unified School District to provide services that have a systemic impact across Oakland schools.

## RESULTS AND IMPACT

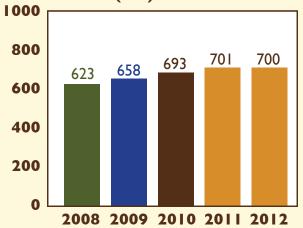
#### **OSF GRANTS FUNDING FOR SCHOOLS**

OSF has helped 55 schools raise more than \$23 million in grants for key programs since 2003. In 2011-12, OSF helped 25 schools raise more than \$950,000 in grants for 63 programs. The graph below breaks down the major areas of funding.

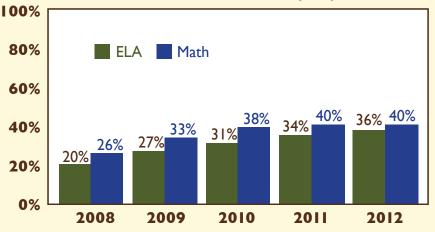


**OSF gets a four-to-one return on investment:** for every dollar schools invest in OSF, we generate at least four dollars for school programs.





#### OSF PARTNER SCHOOLS: Percentage of Students Who Scored Proficient or Advanced in ELA and Math on the California Standards Test (CST) Over Time



#### STATEMENT OF FINANCIAL POSITION

As of June 30, 2012

#### **ASSETS**

Total Current Assets	\$2,105,243
Other Assets	\$4,584
Total Assets	\$2,109,827

\$131,169 **LIABILITIES** 

#### **NET ASSETS**

Unrestricted	\$1,313,508
Temporarily Restricted	\$665,150
Total Net Assets	\$1,978,658

TOTAL LIABILITIES AND NET ASSETS \$2,109,827



Student at Frick Middle School

#### STATEMENT OF ACTIVITIES

Year Ended June 30, 2012

#### **SUPPORT AND REVENUE**

Support	\$2,038,993
Revenue	\$662,785
Total Support & Revenue	\$2,701,778

#### **EXPENSES**

LXI LINGLO	
Program	\$2,141,559
Management and general	\$227,932
Fundraising	\$58,076
Total Expenses	\$2,427,567
Change in Net Assets	\$274,211
Net Assets, Beginning of Year	\$1,704,446
Net Assets, End of Year	\$1,978,657

88% of OSF's operating costs go directly to school service.

In other words, OSF spends just 12 cents of every dollar on in-house administrative costs.

#### **BREAKDOWN OF EXPENSES**

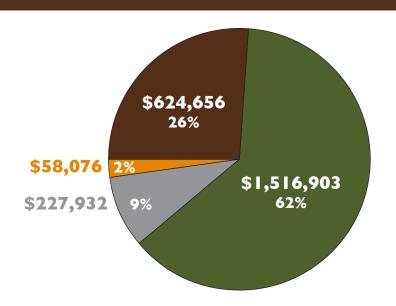
Year Ended June 30, 2012



Program Expenses - School Sites

Management and General

**Fundraising** 



# OSF THANKS THESE FOUNDATIONS, CORPORATIONS, AND INDIVIDUALS FOR THEIR SUPPORT IN 2011-12:

#### \$50,000+

Anonymous

S.D. Bechtel Jr. Family Foundation The William H. Donner Foundation

Walter and Elise Haas Fund

Wayne and Gladys Valley Foundation

Zellerbach Family Foundation

#### \$20,000 to \$50,000

East Bay Community Foundation Pacific Gas and Electric Company Wells Fargo

#### \$10,000 to \$20,000

Irene S. Scully Foundation
Target Foundation
Bernard and Alba Witkin Foundation

#### \$1000 to \$5000

Alta Alliance Bank

Anonymous

Arntz Family Foundation

Mary Burkhart

Lloyd Lavagetto

Elaine and Chuck Tope and McLaughlin

Dan Quigley

**Brian Rogers** 

Kavindar Singh

Robert Spencer

Brian Steel

Chris Stotka

Ellie and John Sutter

#### \$500 to \$999

Charlene Akers

Lillian Cordova-Lopez

Rachel Cukierman

Lily Hu

Katrina Kellogg

Jonathan Klein

Richard Marcus

Bruce Mast

Eric Ng

Khalilah Rasheed

Dalya Sachs

Andrea Saltzman

Libby Schaaf

Kenneth Schmier

Marc and Alexis Stice

David Sweet

Bob and Diane Wagner

#### \$250 to \$499

Stuart and Samantha Block and Nobles-Block

Kevin and Patricia Bohm

Mark Borsuk

Douglas & Amy Boxer

Garrett C. Dailey

Linda Davis

Francisco Devries

Carrie McPherson & Scott Douglass

**Education Pioneers** 

Yew loo Hoe

Deborah Kaminski

Bryan Tracey and Laurie Lober

Dagmar Serota

Phillip H.Tagami

Miye Takagi

Robert Van Wesep

Lyle C.Wing

R. Neil and Susan Vance and Zimmerman

#### \$100 to \$249

Tarliena Aamir-Balinton

Joseph & Sharon Barrington

Ophelia Basgal and Gary Fitschen

Rachel Benham

Cassandra Benjamin

Amanda Brown-Stevens

Michael Chen

Scott Deskin

Sally Van Etten

Patrick Folan

Mary Foley

Earl Hamlin

Joseph Haraburda

Arthur and Susan Hartinger

C.| Hirschfield

Charlton Holland

Cornelius Hopper

Benjamin B. & Andrea Johnson & Ravas

Donald and Judith Jones

Jonathan and Amanda Klein

Raleigh Klein

Peter E. Koszalka

Michael & Avis Kowalewski

Jeff Kutash

Ellen Lee

William Lester Jr.

Mike McDermott

Ann Miller and Chuck Raben

Lester Olmstead-Rose

Harry G. Prince

Rachel Reinhard

Deborah Richman

Norma Jean Rogers

Ruth Stroup

Alva & Jennifer Svoboda

William Tom

Virginia Traxler

Sharon Turner

Mary and John Vardigan

Shehzad Y. Wadalawala

Karola Wilkins

lan Williams

Jain Williams

Pat and Philip Williams

#### \$1 to \$99

Voleine Amilcar

Kelsea Ballantyne

Adrienne Blum

Juliet Bonczkowski

Madeleine Clarke

Sam Cunningham

Sunny Daly

Michael DeFabio

Yvonne Eldridge

Kimberly Nakahara Erickson

John Fanning

Maryellen Ferro

Marian and Roger Gray

Jan Grygier

Tamara Henry

Anthony King

Jane Klein

Brian Kolodziejski

Margaret Lamb

Tom Libby

Patricia Mallan

Tony Marcus

Edward Martinez

Catherine Mclane

Robert Menzimer

Toni Moore

Melanie Nuni Timothy M. Pariani

Carmen Perea

Dominica Phetteplace

Ivan Rosales-Montes

Samuel and Gina Saddik

Katherine Schugren-Meyer Ann Segesman

Lia Shigemura

Diana Smith

Franz Snyder

Carla Spain

Erika Strochlic Abelon

Tim Sullivan

Crystal Ulrich

Julianne Vaccaro

Amber Valdez

Dorothy Vance

Madeline Venable Eva Vincent

Jørgen "Yogi" Vindum

Faye White

Kathryne Young

## STAFF

**Brian Stanley** 

**Executive Director** 

Amber Valdez

Associate Director

Benj Vardigan

Communications Manager

Tamara Dukes

Client Services Manager

Alice Kuo

Communications and Outreach Coordinator

Mike Barr

Vice President of Finance and Operations

Joanna Kaplan Rasheed

Manager, Development

**Ruth Marcus** 

**Grants Coordinator** 

Helen Vance

Finance and Administrative Associate

Kenya Broadnax

Special Programs Assistant

# **BOARD OF DIRECTORS**

Vanessa Coleman

Co-President

**Robert Spencer** 

Co-President

Jose Corona

Vice President

Lillian Cordova-Lopez

Secretary

Sedrick Tydus

Treasurer

Samir Bolar

Member-at-Large

Brendan Cullen

Member-at-Large

Jonathan Klein

Member-at-Large

Carrie McPherson Douglass

Member-at-Large

TO CONTACT OSF:
PO Box 27148 Oakland, CA 94602
(510) 510-842-3461 (phone) (510) 225-3350 (fax)
www.oaklandschoolsfoundation.org





### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/1/2013

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

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

file forms and concern								
certificate holder in II	eu of such endorsement(s).	CONTACT Tane Black	<u> </u>					
PRODUCER		NAME. ACTION DEGLA		FAX (A/C, No): (209) 474-0697				
AISI dba Pan Am	erican Insurance Agency, Inc.	ISIG. NO. LAN.						
CA License # OF	'89850	E-MAIL ADDRESS: janeblacow@paula.com						
2800 W March La			k(s) AFFORDING COVERAGE	NAIC #				
Stockton	CA 95219	INSURER A :ALLIANCE	FOR NONPROFITS	3				
INSURED		INSURER B:	<u>.                                    </u>					
Oakland Schools	Foundation	INSURER C : INSURER D :						
P O Box 27148.	•							
		INSURER E	: 	<u> </u>				
Oakland	CA 94602	INSURER F :	·					
COVERAGES	CERTIFICATE NUMBER:2013-14L	iab REVISION NUMBER:						
THE IS TO CEPTIEN T	HAT THE POLICIES OF INSURANCE LISTED BELOW H	AVE BEEN ISSUED TO TH N OF ANY CONTRACT OR	E INSURED NAMED ABOY OTHER DOCUMENT WIT	VE FOR THE POLICY PERIOD TH RESPECT TO WHICH THIS				

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

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR		POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMITS
LTR	GENERAL LIABILITY	INSR	WVD	POLICI NUMBER	I KINSSAN O OVER 1 1 1 7	(m) (CO)	EACH OCCURRENCE \$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED S 500,000
A	CLAIMS-MADE X OCCUR	х	1	201316926NPO	9/15/2013	9/15/2014	MED EXP (Any one person) \$ 20,000
] ^^ :	35 1110 1110 121						PERSONAL & ADV INJURY \$ 1,000,000
			ļ				GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	X POLICY PRO-						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO			201316926NPO	9/15/2013		BODILY INJURY (Per person) \$
A	ALL OWNED SCHEDULED AUTOS					9/15/2014	BODILY INJURY (Per accident) \$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE \$ (Per accident)
	A TOS						\$
	UMBRELLA LIAB OCCUR					:	EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE		1				AGGREGATE \$
ļ	DED RETENTION \$	]	1				\$ <u></u>
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						1 1	WC STATU- OTH- TORY LIMITS ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE			1		1 ;	E.L. EACH ACCIDENT \$
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A			Ý	E.L. DISEASE - EA EMPLOYEE \$
If yes, describe under DESCRIPTION OF OPERATIONS below						l	E.L. DISEASE - POLICY LIMIT \$
						+	
				ļ		<u> </u>	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is named as Additional Insurance as respect's insured's operations.

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1025 Second Avenue Oakland, CA 94606	AUTHORIZED REPRESENTATIVE
	Bob Underwood/JANE

ACORD 25 (2010/05)

IN 9025 (201005) 04

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The ACCOR name and love are registered marks of ACCOR

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name of Person or Organization:

Oakland Unified School District

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/30/2014

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

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

	e terms and conditions of the policy, ertificate holder in lieu of such endors				naorse	ement. A sta	tement on th	ils certificate does not c	onter r	ignts to the
	DUCER		(-,	<i>-</i>	CONTA NAME:	CT Jane Bl	acow			
AISI dba Pan American Insurance Agency, Inc.				Agency, Inc.	PHONE (A/C, No, Ext): (209) 955-2600 FAX (A/C, No): (209) 474-0697					
CA	License # 0F89850				É-MAIL	<sub>SS:</sub> janebla	cow@paula	a.com		
28	00 W March Lane, Ste 420				ADDICE			DING COVERAGE		NAIC #
St	ockton CA 95	219			INSURER A New York Marine and General					
INSU	RED				INSURER B:					
Oal	cland Schools Foundation				INSURE					
P	Box 27148				INSURER D :					
					INSURE	RE:				
Oal	cland CA 94	602			INSURE	RF:				
CO	/ERAGES CER	TIFIC	CATE	ENUMBER:WC2014-15				REVISION NUMBER:		
IN C	IIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I (CLUSIONS AND CONDITIONS OF SUCH	QUIF	REME AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN	Y CONTRACT	OR OTHER S DESCRIBE	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	CT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	GENERAL LIABILITY					,	,	EACH OCCURRENCE	\$	
	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
	CLAIMS-MADE OCCUR							MED EXP (Any one person)	\$	
								PERSONAL & ADV INJURY	\$	
								GENERAL AGGREGATE	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	
	POLICY PRO- JECT LOC								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS NON-OWNED							BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
	HIRED AUTOS AUTOS							(Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
A	DED   RETENTION \$ WORKERS COMPENSATION							w WC STATU- OTH-	\$	
Ω	AND EMPLOYERS' LIABILITY Y/N							▲  TORY LIMITS   ER		1 000 000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		WC201400004600		1/1/2014	1/1/2015	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)  If yes, describe under						, ,	E.L. DISEASE - EA EMPLOYEE		1,000,000
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	<b></b>	1,000,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (	Attach	n ACORD 101, Additional Remarks	s Schedu	le, if more space	is required)			
CEI	RTIFICATE HOLDER				CANO	CELLATION				
Oakland Unified School District Attn: Risk Management 900 High Street Oakland, CA 94601				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Bob Underwood/JANE						
					Bob t	Underwood	/JANE	/ Kul	lu	my