Board Office Use: Legisla	tive File Info.		
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Memo	~		
То	The Board of E	ducation	
From	By: Maria Equit	D., Superintendent a Santos, Deputy Superintendent, Instr ty-in-Action on Hal, Deputy Superintendent, Busing	
Board Meeting Date (To be completed by Procurement)			
Subject	Board of Truste	ervices Contract - ees of the Leland Stanford Junior Univ. hool, and Community Partnerships Depart	_(contractor, City State) ment(site/department)
Action Requested	District and B	of a professional services contract betw Board of Trustees, Leland Stanford Jr Univ. Provided to <u>922/FSCP</u> through <u>06/30/2014</u> .	
Background A one paragraph explanation of why the consultant's services are needed.	a three-year multi OUSD's Full Serventian the evaluation to about the District' and outcomes. The appropriate imple	rdner Center for Youth and Their Communities a ti-method study examining early outcomes and vice Community Schools (FSCS) initiative. The establish a clear description and shared unders t's Full Service Community Schools' intended m The Phase I work will help guide District leaders ementation strategies to achieve OUSD's long-t service community school district.	on-going implementation of scope of work covers Phase I of standing among stakeholders ission, vision, target audience, s' efforts to scale-up and select
Discussion One paragraph summary of the scope of work.	and the Board of conduct a three-y of OUSD's Full S Phase I to establi District's Full Sen	e Board of Education of a Professional Services Trustees of the Leland Stanford Junior Universive year multi-method study examining early outcor Service Community Schools (FSCS) initiative. T lish a clear description and shared understandir rvice Community Schools' intended mission, vis a period of February 1, 2014 through June 30, 20	sity, Palo Alto, CA, for the latter to mes and on-going implementation The attached scope of work covers ng among stakeholders about the ion, target audience, and
Recommendation	District and B	f professional services contract betwee Board of Trustees, Leland Stanford Jr Univ.	. Services to
	be primarily p 02/01/2014	through <u>06/30/2014</u> .	for the period of
Fiscal Impact	Funding resou	rce name (please spell out) 9225 / Kaiser He not to exceed	
Attachments	<ul> <li>Fingerg</li> <li>Common</li> <li>TB screet</li> </ul>	sional Services Contract including scop print/Background Check Certification ercial General Liability Insurance Certi eening documentation nent of qualifications	be of work

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14-0675
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14-0838
5/28/14



# **PROFESSIONAL SERVICES CONTRACT 2013-2014**

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

- 1. Services: The CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
- 2. Terms: CONTRACTOR shall commence work on 02/01/2014 or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400, whichever is later. The work shall be completed no later than 06/30/2014
- 3. Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed <u>Seventy Five Thousand</u> Dollars (\$75,000.00 ). 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:
  - 1. Individual consultants:

Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.

Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.

Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.

2. Agencies or organizations:

Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.

- 6. CONTRACTOR Qualifications / Performance of Services.

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

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

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

OUSD Representative:	CONTRACTOR:				
Name: Andrea Bustamante	Name: Catherine Boxwell				
Site /Dept.: 922/Family, School, and Community Partnerships	Title: Senior Contract and Grant Officer				
Address: 746 Grand Avenue	Address: 3145 Porter Drive				
Oakland, CA 94610	Palo Alto, CA 94610				
Phone: (510) 273-1569	Phone: (650) 725-6864				

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

### 8. Invoicing

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

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

### 10. Insurance:

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

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- 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, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 16. Copyright/Trademark/Patent/Ownership. CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 17. Walver: 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 gualifications, 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.
  - 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

- 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 sea. 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 liligation 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: 02/01/2014

Work shall be completed by: 06/30/2014

Total Fee: \$ 75,000.00

BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY

AND UN FIED SCHOOL DISTRICT President, Board of Education Superintendent or Designee

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Sr:

Secretary, Board of Education

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11 Contractor Signature

CONTRACTOR

Catherine Boxwell Senior Contract and Grant Officer Office of Sponsored Research Print Name, Tille

Attorney 4. L

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### EXHIBIT "A" Scope of Work

### DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Ratification by the Board of Education of a Professional Services Contract between the District and the Board of Trustees of the Leland Stanford Junior University, Palo Alto, CA, for the latter to conduct a three-year multi-method study examining early outcomes and on-going implementation of OUSD's Full Service Community Schools (FSCS) initiative. The attached scope of work covers Phase I to establish a clear description and shared understanding among stakeholders about the District's Full Service Community Schools' intended mission, vision, target audience, and outcomes for the period of February 1, 2014 through June 30, 2014, in an amount not to exceed \$75,000.00.

## SCOPE OF WORK

Board of Trustees, Leland Stanford Jr Univ. will provide a maximum of \_\_\_\_\_hours of services at a rate of \$\_\_\_\_\_per hour for a total not to exceed \$ 75,000.00 . Services are anticipated to begin on 02/01/2014 and end on 06/30/2014

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.

See attached Scope of Work: Phase I

The John W. Gardner Center for Youth and Their Communities at Stanford University will conduct a three-year multi-method study examining early outcomes and on-going implementation of OUSD's Full Service Community Schools (FSCS) initiative. The scope of work covers Phase I to establish a clear description and shared understanding among stakeholders about the District's Full Service Community Schools' intended mission, vision, target audience, and outcomes. The Phase I work will help guide District leaders' efforts to scale-up and select appropriate implementation strategies to achieve OUSD's long-term ambition to become the nation's first full-service community school district.

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

Phase I of the Full Service Community School Evaluation will help guide the District's efforts to scale-up and select appropriate implementation strategies to achieve long-term ambition to become the nation's first full-service community school district.

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

- Ensure a high quality instructional core
- Develop social, emotional and physical health
- Create equitable opportunities for learning
- High quality and effective instruction

- Prepare students for success in college and careers
- Safe, healthy and supportive schools
- Accountable for quality
- Full service community district

## Addendum

## Professional Services Contract between District and Leland Stanford Junior University for the Full Service Community Schools (FSCS) Initiative Evaluation

### 8. Please modify the clause to read:

"Invoices shall include, but not be limited to: Consultant names, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, brief description of services provided, and current and cumulative charges." It will also include a certification reading, 'I hereby affirm that the above bill is correct and just, and that payment thereof has not been received.' – signed by an official of the University.

### 13. Anti-Discrimination.

Please remove the language requiring Stanford to comply with OUSD policy. Stanford's antidiscrimination policy should cover all the bases, and we don't know the OUSD policy.

### 15. Indemnification. Please modify this clause to read:

OUSD will indemnify, defend, and hold harmless Contractor, their respective trustees, directors, employees, agents, volunteers, subcontractors, and students ("Indemnitees") from any liability, damage, loss, or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands, or judgments arising out of or connected with this Agreement or the research done under this Agreement, except to the extent that the liability is due to the negligence and willful misconduct of Contractor. Contractor will promptly notify OUSD of any claim and will cooperate with OUSD in the defense of the claim. OUSD will defend against any claim with respect to which OUSD has agreed to indemnify Contractor. This indemnity will not be deemed excess coverage to any insurance or self-insurance Contractor may have covering a claim. OUSD's indemnity will not be limited by the amount of OUSD's insurance. The provisions of this clause will survive termination of this Agreement.

### 16. Copyright/Trademark/Patent/Ownership.

Please delete this clause in its entirety and substitute the following: OUSD agrees that Contractor shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Contractor in the performance of the project and developed using Contractor's facilities and personnel ("Contractor Technology"). Contractor agrees that OUSD shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by OUSD personnel and using OUSD facilities under this Agreement ("OUSD Technology"). Technology that is jointly developed by Contractor and OUSD personnel, or developed solely by Contractor but involving more than incidental use of OUSD's facilities, shall be jointly owned ("Joint Technology"). Contractor shall grant to OUSD an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Agreement, for non-commercial, academic, or research purposes.

18. Termination. Please revise to read:

In the event of termination OUSD will pay for costs incurred and non-cancelable commitments through the date of termination. Upon termination, Contractor shall make all reasonable efforts to mitigate costs. Contractor will furnish all necessary reports of research completed or in progress through the date of termination.

19. Conduct of Consultant.

Please identify the Consultant as Prof. Prudence Carter as this language applies to her and her staff. I cannot sign on behalf of the whole University signifying compliance. It would be better if there were a separate agreement covering this.

- 22. Limitation of OUSD Liability. Please delete this clause in its entirety.
- Confidentiality.
   Again, this would be better covered in a separate agreement between OUSD and the Consultant.
- 24. Conflict of Interest.

Stanford can only comply with its own policies around conflict of interest. We agree to be subject to regulations, statutes or other laws regarding conflict of interest, but we cannot agree to be bound by OUSD's policies.

26. Litigation.

Please change the title of this clause to "Governing Law" and modify it to read "This agreement is governed by the laws of the State of California, without regard to its conflict of laws doctrine. Any legal action involving this Agreement will be adjudicated in the State of California."

OAKLAND UNIFIED SCHOOL DISTRICT Office of General Counsel APPROVED FOR FORM & SUBSTANCE Attorney at Law

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

### **Research Prospectus**

### **Oakland Community Schools Evaluation**

The Oakland Unified School District (OUSD) is in the fourth year of a five-year initiative to design, pilot, and elicit broad organizational and community support for implementing a full-service community schools approach at every district school. Both in its scale and ambition, OUSD's initiative to become a "Community School District" is a first-in-the nation effort by a large urban school system. Oakland's Full-Service Community Schools (FSCS) are designed to provide a safe, healthy, supportive school, high quality and effective instruction, and opportunities for college and career readiness for every Oakland public school student. As OUSD transitions from a developmental stage to full-scale implementation, District leaders need to document and assess their current efforts with an eye to improving policies and practices that will help all schools reach the initiative's goals. To this end, OUSD and the John W. Gardner Center for Youth and Their Communities (Gardner Center) at Stanford University propose to partner in a set of mutually supportive multi-method studies that will describe the initiative's design elements, describe students' outcomes in early-implementation schools, and conduct a prospective implementation study to support effective scale-up strategies over the next three critical years for the initiative.

### Descriptive Study and Evolving Theory of Change

Given the district's size and complexity, OUSD leaders initiated the drive to a full-service community school district with a multi-year planning and piloting phase that began implementation in August, 2010. During this initial phase, the District elaborated and modified its initial theory of change, both in response to learning from its early pilots, and to extensive community feedback. Early efforts included the implementation of all FSCS design elements in early-adoption schools, and in the case of secondary schools, the phased systemwide implementation of specific FSCS elements (e.g., school-based health centers at all high schools). These initial efforts need description and the operating theory of change needs updating to ensure that all partners have a shared current understanding about the initiative's forward-looking mission, vision, target audience, and intended outcomes.

### **Formative Evaluation**

Shared understanding is especially important as OUSD prepares to scale the FSCS design district wide. Further, as OUSD begins to plan for a full scale-up of its FSCS design, District leaders need an assessment of early results from the formative efforts in early-adoption sites. OUSD and the Gardner Center will co-construct an actionable evaluation framework, including research questions. Research questions might include:

- To what extent do students and families access supports (e.g. programs and services) at the initial full-service community schools and in which combinations?
- What are the demographic characteristics of students and families who are not accessing supports at the full-service community schools?
- Are there differences in academic achievement, school attendance, or discipline outcomes associated with program participation? In what ways are these differences connected to parent or student feelings of school connectedness, and the climate for learning at program sites?

Relying on individual-level student data from OUSD and its service providers, the Gardner Center will examine participation patterns in the services and programs offered as well as the potential links between participation and student outcomes. The Gardner Center will employ descriptive statistical analyses and regression modeling drawing on student-level information from the Youth Data Archive—

a Gardner Center initiative that integrates individual-level administrative data and school climate data from various sources and agencies (McLaughlin & London, 2013). These analyses will focus on understanding how the combination of supports offered at community school sites relates to student outcomes, rather than an evaluation of individual FSCS components.

This analysis will provide timely information about the influence of programs and services on students at early-adoption FSCS schools, which can help to guide or inform modification of implementation activities going forward. In future years, analysis of similar data will enable a longitudinal perspective on participation patterns and educational outcomes as the FSCS program expands district wide.

## **Implementation Study**

Finally, the Gardner Center proposes to partner with OUSD to conduct an implementation study, both of its ramp-up efforts over the last four years, and scale-up efforts over the next three years. The core mission of implementation research is to describe, assess, and explain "what is happening and why." With a more accurate theory of change guiding the work and the research, the implementation study will seek to understand the "theory in use." In what ways do the strategies outlined in the theory of change play out in practice and what conditions appear to facilitate and hinder their intended outcomes. This study of the relationship of program design (see descriptive study above) to resources, administration, program services, and, ultimately long-term system, setting, and student-level outcomes will provide OUSD with critical and timely feedback to make adjustments to their plan.

Prior research demonstrates that program implementation takes time, and continuous adaptation, and that it is not until after several years that change can be expected in student achievement outcomes. The Children's Aid Society created a framework for understanding community schools development in four stages: exploring, emerging, maturing, and excelling. It can take multiple years for community schools to advance through these stages, and it is only in the final stage that a community school can expect to have fully integrated services and firm stakeholder buy-in to the vision and practice of community schools.<sup>1</sup> Therefore, it is important to follow the implementation process of OUSD's scale-up efforts and collect data on implementation inputs at the district, and school/community levels, in addition to student-level outcomes. In doing so, we will be sensitive to shifting state school accountability and finance systems over time, both of which appear to be creating an increasingly better implementation environment for full-service community schools.

<sup>&</sup>lt;sup>1</sup> Children's Aid Society (2011). Building community schools: A guide for action. <u>http://www.childrensaidsociety.org/files/upload-</u> docs/NCCS\_Building%20Community%20Schools.pdf

# scope of work

February 2014

## PHASE I – A STUDY OF EARLY OUTCOMES AND IMPLEMENTATION OF FULL-SERVICE COMMUNITY SCHOOLS IN THE OAKLAND UNIFIED SCHOOL DISTRICT

## Background

At the request of district leaders in the Oakland Unified School District (OUSD), the John W. Gardner Center for Youth and Their Communities (Gardner Center) at Stanford University will conduct a threeyear, multi-method study examining early outcomes and on-going implementation of OUSD's Full-Service Community Schools (FSCS) initiative. The present scope of work covers the six-month period between February-June 2014 (Phase I). Our analysis during this first phase of the project is to establish a clear description and shared understanding among stakeholders about the district's full service community schools' intended mission, vision, target audience, and outcomes. This initial work will assist OUSD and the Gardner Center to produce a strong research design and detailed work plan for assessing early system, school and student level outcomes (Phase II). As well, our Phase I work will help guide district leaders' efforts to scale-up and select appropriate implementation strategies to achieve OUSD's long-term ambition to become the nation's first full-service community school district. To accomplish our Phase I activities, Gardner Center staff will work closely with OUSD's Family, Schools, and Community Partnership department on the following tasks:

- Collect, organize, and analyze archival information about the full-service community school model(s) currently in place in OUSD (e.g., examine meeting minutes, past reports, and other relevant information)
- Examine OUSD's evolving theory of change, logic model(s), and asset-mapping documents that are designed to communicate to stakeholders the planned process of change and the expected causal linkages in the FSCS initiative; i.e., its expected shorter-term, intermediate, and longer-term outcomes. Identify and interview a small group of OUSD leaders and other key informants (3-5 respondents) to advance understanding on the evolution of OUSD's community schools Theory of Change.
- Produce an updated theory of change and logic model for the initiative in consultation with OUSD leadership and key stakeholders.
- Create (or update) a current inventory of partner organizations engaged in providing
  programs and supports at each community school (e.g., document each organization's
  role, the students they serve, and the data they collect)
- Begin the process of executing Data Use Agreements (DUAs) as needed with OUSD community partners.

## **Deliverables and Timeline**

Based on the activities outlined above, the Gardner Center proposes to develop and disseminate three deliverables during this six month period:

- 1. A refined and up-to-date theory of change and logic model that will guide subsequent research activities and goals
- 2. A current inventory of partner programs and services across community schools
- 3. A Power Point presentation that synthesizes early findings to share and discuss with initiative leaders and other stakeholders as appropriate
- 4. A work plan for Phase II of the Study.

With the current \$75,000 budget we propose the following research timeline:

Timeline	Activity
February 2014	<ul> <li>Finalize detailed work plan for Phase I</li> <li>File IRB with Stanford University</li> <li>Collect and organize archival information about OUSD's community schools</li> <li>Develop interview protocols</li> <li>Identify and reach out to key informants; schedule interviews</li> <li>Begin to develop DUAs with relevant OUSD partner organizations</li> </ul>
March 2014	<ul> <li>Conduct document reviews and analysis of archival information</li> <li>Finalize protocols and begin qualitative interviews</li> <li>Continue developing DUA process with relevant OUSD partner organizations</li> </ul>
April 2014	<ul> <li>Complete analysis of archival information</li> <li>Complete interviews; begin analysis of interview transcripts for emergent themes and patterns in alignment with the emerging theory of change</li> <li>Update inventory of partner services across community schools</li> </ul>
May 2014	<ul> <li>Draft a refined logic model and theory of change based on analyses; obtain partner feedback</li> <li>Share inventory of partner services; obtain partner feedback</li> <li>Share preliminary findings with partners; obtain feedback</li> </ul>
June 2014	<ul> <li>Incorporate feedback and finalize logic model, theory of change, and inventory of partner services</li> <li>Share draft of Power Point presentation; incorporate feedback</li> <li>Finalize Power Point and present findings to stakeholders</li> <li>Finalize work plan for Phase II (assessment of outcomes in early implementation sites via analysis of administrative data, climate survey data, and partner data, and three-year implementation study).</li> </ul>

\*Key informant interviews and data request processes may shift the proposed timeline.

# **john w. gardner center** for youth and their communities

Project Perio	e: Study of District-Wide Full Service d: 02/01/14 06/30/14	Fiscal Year: 2					
	or: Oakland Unified Schoool District						
Prime Sponse		An 1.46-14-					
	O Federal   Non-Fe	deral					
		-	*Benefit				
	t Fiscal Period: 5		Staff	31.05%			
	d Fiscal Period: 0		Postdoc	27.90%			
	Project Years: 1	Gra	Grad Student 4.80%				
Preliminary Esc	alation Periods: 0						
		YEAR	1	02/01/14	06/30/14		
		Percent					
Name	Role on Project	Effort	Salary	Benefits	Tota		
1. P. Carter	PI - academic	1.00%					
2. A. Gerstein	Executive Director	8.00%					
3. J. de Velasco	Associate Director	20.00%					
4. M. Carew	Sr. Comm Engagement Assoc	10.00%					
5. M. Biag	Multi Method Res Assoc	25.00%					
6. Jamila Henders	on Policy Analyst	25.00%					
7. RA	Grad Student	25.00%					
Salaries			43,409	12,119	55,528		
Consultant							
Travel					639		
Other Operational	Costs						
Tuition				5,550			
Software Licens	se			1,950			
Transcription/T	ranslation			1,550			
					9,050		
<b>Total Direct Costs</b>					65,217		
Indirect Costs (IDC		15.0%	15.0%				
Facilities & Ad	ministrative (F&A)	9,783	-		9,783		
Total					75,000		

# john w. gardner

**center** for youth and their communities

### Budget Line Items for OUSD CS Study -

Y1
1%
8%
20%
25%
10%
25%
25%

### **Budget Justification**

The Attached budget includes the following assumptions (subject change as the scope of work is further elaborated in partnership with Oakland Unified.)

The budget includes staff with the following responsibilities:

- Faculty Director Prudence Carter will provide overall guidance for the project, including reviewing products, and providing early input into design.
- Executive Director Amy Gerstein will be ultimately responsible for the design and execution of the work, and will oversee all aspects of project operations
- Associate Director Jorge Ruiz de Velasco will oversee the day-to-day operations of the project and will supervise the project team in completing the work. He will provide unique insights into state education policy and will bring his expertise in accountability systems, continuation high schools, and community schools to the project.
- Senior Community Engagement Associate, Maureen Carew, has been working in Oakland as coordinator of the Oakland Education Cabinet. Her knowledge of the context will support the work in the district. She joins the team with extensive experience in large urban systems after multiple years in San Francisco Unified.
- Manuelito Biag Ph. D., Research Associate, has been conducting the Redwood City School District community schools research for the last 18 months. He has extensive knowledge of the community schools context and research design.
- Jamila Henderson, Policy Analyst, is an experienced researcher with the youth data archive strategy.
- Research Assistant, we will hire a graduate research assistant with the skills and content knowledge necessary to support this project.

# john w. gardner center for youth and their communities

**Operating Costs:** These costs include local travel, transcription/translation services and incentives (as needed). We also anticipate the need to acquire a set of software license for data analysis (3x\$650) and tuition for research associate.

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Page 2 of 2



# **ADDITIONAL REMARKS SCHEDULE**

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LELAND STANFORD JUNIOR UNIVERSITY, ET AL
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### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CONTINUED FROM DESCRIPTION SECTION:

GENERAL LIABILITY IS SELF-INSURED FOR \$2,000,000 EACH OCCURRENCE. AUTOMOBILE LIABILITY IS SELF-INSURED FOR \$1,000,000 EACH ACCIDENT.

# Stanford University

## CERTIFICATE OF SELF-INSURANCE COVERAGE

Date: March 13, 2014

Certificate No.: 14-127

NAME OF INSURED:

The Board of Trustees of the Leland Stanford Junior University its officers, agents and employees

### **TYPE OF COVERAGE:**

COMPREHENSIVE GENERAL LIABILITY and PROPERTY DAMAGE LIABILITY Funded Self-Insured Retention: \$1,000,000 Combined Single Limit per occurrence

## DESCRIPTION/REMARKS:

Certificate is issued for the duration of the Full Service Community Schools Research - Phase 1 of the Stanford University Office of Sponsored Research Project: SPO #: 115108 titled: Oakland Community Schools Evaluation.

CERTIFICATE DATES EFFECTIVE: February 1, 2014

EXPIRATION: June 30, 2014

## **CERTIFICATE HOLDER:**

OAKLAND UNIFIED SCHOOL DISTRICT Attn: Dr. Gary Yee 1000 Broadway Oakland, CA 94607

cc: Catherine Boxwell, Office of Sponsored Research 3160 Porter Dr., suite 100 Palo Alto, CA 94304-8445

Cristina D. Dobleman

Office of Risk Management 215 Panama Street, Bldg D, Stanford, CA 94305-6207 T 650.723.4554 F 650.723.9456



## STANFORD UNIVERSITY

Office of Sponsored Research 3160 Porter Drive, Suite 100 Palo Alto, CA 94304-8445 February 10, 2014

Dr. Gary Yee Oakland Unified School District 1000 Broadway Oakland, CA 94607

Stanford Reference: SPO# 115108

Title: Oakland Community Schools Evaluation Principal Investigator: Prudence L. Carter Period: 02/01/14 - 06/30/14 Amount Requested: \$ 75,000.00

Dear Dr. Yee,

On behalf of Stanford University, it is a pleasure to submit the attached proposal requesting new funding support. The proposal and supporting materials are enclosed and incorporated by reference.

Stanford University is a nonprofit U.S. institution of higher education which conducts fundamental research in basic and applied science and engineering that is widely and openly published and made available to the scientific and academic community. Stanford University has an Openness in Research Policy, which can be viewed at http://rph.stanford.edu /2-6.html. Based on this policy, as well as federal laws prohibiting discrimination based on nationality, country of origin, ethnicity, gender, race or religion, Stanford does not undertake classified work, research requiring national security controls, or research whose results are subject to export control. Stanford cannot accept any conditions of award which would restrict any member of the research group, including faculty, students and staff, from the ability to participate fully in all of the intellectually significant portions of the project. For these reasons, sponsors may not provide export control-listed information that a sponsor wishes to provide. In the event that a sponsor makes such a disclosure to Stanford without its concurrence, Stanford reserves the right to immediately terminate the Agreement. In the event of termination, Stanford shall recover costs for all non-cancellable commitments.

In the event of an award, Stanford should be identified as "The Board of Trustees of the Leland Stanford Junior University", a body having corporate powers under the laws of the State of California. Notwithstanding any terms of the proposal, Stanford University reserves the right, prior to the acceptance of an award, to negotiate terms and conditions in accordance with Stanford University policy.

Thank you for your consideration of this proposal and should you require additional information, please feel free to contact me.

Atton Runne Sincerely,

Catherine Boxwell Senior Contract and Grant Officer Office of Sponsored Research (650) 725-6864 boxwell@stanford.edu



## Community Sectors Training Stockers PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2013-2014

### **Basic Directions**

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

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

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

Attachment For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.

1.

For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/portal/public/SAM/)

- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
- For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

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

	Contract	or Info	mation						
Contractor Name	Board of Trustees, Leland Stanford Jr Univ.	Agency	y's Contac	t Catherine E	Boxwell				
OUSD Vendor ID # 1006294				Senior Con	Senior Contract and Grant Officer				
Street Address	3145 Porter Drive	City	Palo Alto	D	State	CA	Zip	94304	
Telephone	elephone (650) 725-6864			boxwell@stanfo	ord.edu	_			
Contractor History Previously been an OUSD contractor?			No	Worked as a	an OUSD	employ	ee?	es No	

C	ompensation a	nd Terms – Must be v	vithin the OUSE	Billing Guidelines	
Anticipated start date	02/01/2014	Date work will end	06/30/2014	Other Expenses	\$
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9225 Kaiser Health & Wellness		lith	9221211120		\$75,000.00
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Requisition No. (required) R04103		R0410367	Total Contract Amount		\$75,000.00
		Approval a	and Routing (in order of approval steps)		

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

Administrator / Manager (Originator) Name Andrea Bustamante Phone (510) 273-1569

	Auministra	ator / manage	n (Originator)	And And	liea bustamante		FIIONE	(510) 273-1509			
1.	Site / De	epartment	922/Family, Sch	hool, and Co	ommunity Partner	ships	Fax	(510) 273-1501			
	Signature	andu	Bustania	ute		Date	Approved	5/6/14			
	Resource	Manager, if u	sing funds manage	d by: State a	Ind Federal 🔲 Quality,	Community, School Dev	elopment VF	amily, Schools, and Community Partnerships			
2	Scope o	of work indicate	es compliant use of	restricted res	source and is in alig	nment with school s	ite plan (SPS	SA)			
2.	Signature					Date	Date Approved				
	Signature (if using multiple restricted resources)					Date	Date Approved				
	Regional E	Regional Executive Officer									
3.		Consultant is qualified to provide services described in the scope of work									
_	Signature Mainty					Date	Date Approved 5/6/14				
4.	Deputy Su	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under , Over \$50,000									
4. Signature Maria Santes Date Approved 5-13-14								5-13-14			
5.	Superinter	ndent, Board	of Education Sig		legal contract						
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Proc	urement	Date Receiv	/ed		110-	PO Number					