Board Office Use: Le	gislative File Info.
File ID Number	15-0893
Introduction Date	5-27-15
Enactment Number	15-0715
Enactment Date	5/27/15 80



Memo	
То	Board of Education
From	Antwan Wilson, Superintendent
Board Meeting Date (To be completed by Procurement)	_5/27/5
Subject	Professional Services Contract Amendment No
	Oakland Public Education Fund (OPEF) -
	Sankofa Academy/191 (site/department)
Action Requested	Approval by the Board of Education of Amendment No to the Professional Services Contract between Oakland Unified School District and Oakland Public Education Fund (OPEF) Services to be primarily provided to Sankofa Academy/191 for the period of 4/1/15 through 6/12/15
Background A one paragraph explanation of why an amendment is needed.	Some of our Sankofa Academy students and families lack access to safe communities, wealth and social capital, and have experienced opportunity gaps. 81% of Sankofa Academy's students are on Free and Reduce Lunch. To meet the needs of students and to bring students to proficiency in ELA and Math additional academic support is needed. Also, creating the academic and social conditions for College and Career Readiness is of paramount importance.
Discussion One paragraph summary of the amended scope of work.	A contract for services between OUSD and OPEF (Oakland, CA), for the latter to provide Sankofa Academy targeted ELA and Math, and College and Career Readiness support for students through the period of April 1, 2015 through June 12, 2015 in an amount not to exceed \$30,000.
Recommendation	Approval by the Board of Education of Amendment No to the Professional Services Contract between Oakland Unified School District and Oakland Public Education Fund (OPEF) Services to be primarily provided to Sankofa Academy/191 for the period of 4/1/15 through 6/12/15
Fiscal Impact	Funding resource name (please spell out)not to exceed \$30,000.00
Attachments	 Contract Amendment Copy of original contract and any prior amendments

Board Office Use: Leg	islative File Info.
File ID Number	15-0893
Introduction Date	5-27-15
Enactment Number	15-0715
Enactment Date	5/21/15 00



AMENDMENT NO. _____ TO PROFESSIONAL SERVICES CONTRACT

			TO PROP	FESSIONAL	L SEF	RVICES CON	TRACT	
		This Ame	ndment is ente	ered into between	the Oa	kland Unified School	ol District (OUSD) and
		Public Education						
	(CON	ITRACTOR). OU				NTRACTOR for ser nat Agreement as fo		
1.	Services			ork is <u>unchanged</u> .			pe of work has c	
						n of revised scope nd/or reports; attach		g measurable description of s as necessary.
2. 3. 4. 5.	Pull-out tute Pull-out tute Academic s College & (Additional L	orials for 6th-8th orials for 6th-8th support for 6th-8	n graders perf n graders perf oth GATE stud s- Expediation ntion and sup	forming below m forming below g dents nary Learning ar	nultiple rade le		ed on SRI Fall	
2.	Terms (d	uration): 🛅 Th	e term of the c	contract is unchange	ged.	☐ The term	of the contract h	as changed.
-	If the	,	iged: The co	ontract term is e				(days/weeks/months),
3.	Compens	sation: 🗖 Th	e contract price	e is <u>unchanged</u> .		■ The cont	ract price has ch	anged.
	If the	compensation	has change	ed: The contrac	ct price	is amended by		
				to orig				
		Decrease	e of \$	to ori	ginal co	ontract amount		
	and the	ne new contract	total is \$30,0	00	<u> </u>		dollars (\$ 5	(0,000.00)
4 . 5 .	full force a	nd effect as originent History:	nally stated.					all remain unchanged and in amended as follows:
								Amount of
	No.	Date		General Descript	tion of R	eason for Amendm	ent	Increase (Decrease)
								\$
								\$
								\$
6.								pproved. Approval requires
	signature by the Board of Education and/or the Superintendent as their designee. OAKLAND UNIFIED SCIHOOL DISTRICT OAKLAND UNIFIED SCIHOOL DISTRICT CONTRACTOR OAKLAND UNIFIED SCIHOOL DISTRICT OAKLAND UNIFIED SCIHOOL DISTRICT							
	A To	14/		ila Vice	-	Print Name, Title		
	Secretary, B	oard of Education	1	Date				
Re	v. 9/17/14	Red	. No.	RO154162	1	P.O. No. P15043	27	

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.
 - 1. Pull-out tutorials for 6th-8th graders performing below multiple years in ELA based on SRI Fall & Winter scores
 - 2. Pull-out tutorials for 6th-8th graders performing beow grade level in Math based on Math Perfomance Task scores
 - 3. Academic Support for 6th-8th GATE students
 - 4. College & Career Readiness- Expediationary Learning and Leadership for Middle School students
 - 5. Additional Literacy interventon support K-5
 - 6. TK-8 Family Literacy Night

Legal - K999069.001 Rev 9/17/14

3.

4.

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

As a result of the agreement and services provided by it, Sankofa Academy will decrease the number of 2nd through 8th grade students who perform Multiple Years Below Grade Level and 1 Year Below Grade Level measured by the SRI. Further promoting Literacy will help students connect with grade level content, which in terms of active engagement will have a positive affect on attendance. At least 75% of the targeted Sankofa students will move up one fluency level as measured by Fountas & Pinnell assessment. Additionally, Sankofa will decrease the number of 2nd through 8th students who perform below grade level in Math by 10%.

Alignment with District Strategic Plan: Indicate the goals (Check all that apply.)	and visions supported by the services of this contract:
 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
Alignment with Community School Strategic Site Plan – Please select:	- CSSSP (required if using State or Federal Funds):
Action Item included in Board Approved CSSSP (no Number:	additional documentation required) - Item
Action Item added as modification to Board Appr Resource Manager either electronically via email of scale	roved CSSSP — Submit the following documents to the nned documents, fax or drop off.
a. Relevant page of CSSSP with action item highlighte	ed. Page must include header with the word "Modified"

Legal - K999069.001 Rev. 9/17/14

modification date, school site name, both principal and school site council chair initials and date.

c. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.

b. Meeting announcement for meeting in which the CSSSP modification was approved.

d. Sign-in sheet for meeting in which the CSSSP modification was approved.

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



Memo

Board of Education

From

Antwan Wilson, Superintendent

Board Meeting Date (To be completed by Procurement)

Subject

Professional Services Contract - Oakland Public Education Fund

- 191/ Sankofa Academy

(site/department)

Action Requested

Approval of professional services contract between Oakland Unified School . Services to

District and Oakland Public Education Fund

be primarily provided to 191/ Sankofa Academy for the period of 10/27/14

_ through 6/12/15

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

Many of Sankofa's students come to the school from less affluent neigborhoods in North and West Oakland Children growing up in these neigborhoods experience the opportunity gaps faced by many children in Oakland: lack of access to wealth and social capital; educational opportunity; health resources; and safe communities, 81% of Sankofa's students in 2014 were eligible for free and reduced lunch. Bringing these children to proficiency in ELA and Math will serve to greatly increase their chances for success both in school and outside of school. This success is critical to positive, long-term change for families in local community

Discussion One paragraph summary of the scope of work.

A contract for services between OUSD and OPEF (Oakland, CA), for the latter to provide Sankofa Academy with targeted ELA and Main intervention support for students through the period of October 27th 2014 through June 12th 2015 in an amount not to exceed \$12,000.00.

Recommendation

Approval of professional services contract between Oakland Unified School

District and Oakland Public Education Fund

be primarily provided to 191/ Sankofa Academy

for the period of 10/27/14 through 6/12/15

Fiscal Impact

Funding resource name (please spell out)

_not to exceed 20,000.00

Attachments

Professional Services Contract including scope of work

Fingerprint/Background Check Certification

Insurance Certification

TB screening documentation

Statement of qualifications

Board Office Use: Legis	slative File Info.
File ID Number	14-2256
Introduction Date	12-10-14
Enactment Number	14-2008
Enactment Date	12/10/14 02



PROFESSIONAL SERVICES CONTRACT 2014-2015

(Co	s Agreement is entered into between Oakland Public Education Fund ONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons ecially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and
	npetent to provide such services. The parties agree as follows:
1.	Services: 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 10/27/14 , or the day immediately following approval by the Superintendent
	if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year, or, approval by the
	Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than 6/12/15
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed
	Dollars (20,000.00) [per fiscal year], at an hourly billing rate not to exceed \$ 40.00 per hour. This sum shall be for
	full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to,
	labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.
	If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.
	OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows:
	Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.
	The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.
4.	Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this
	Agreement except:
	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.

profession for services to California school districts.

6. Invoicing: Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the

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

person performing the service date service was rendered, brief description of services provided, number of hours of service, hourly

rate, total payment requested.

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7. 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:

2014 v1	Requisition No.	PO	No
2014 41	requisition no.	, ~	

CONTRACTOR: OUSD Representative: Name: Monique F Brinson Name. David Korsar Site /Dept 191/ Sankofa Academy Director of Finance & Administration Address 1000 Broadway, 3rd Fisor Suite 301 Address Oakland 94607 Phone (513) 221 6968 Email: monique brinson dousd k12 ca us Email david@bak andedfund org Notice shall be effective when received if personally served o life mailed, three days after mailing. Either party must give written notice of a change of address 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 contempla ed. 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 Insurance: Unless specifically waived by OUSD, the following insurance is required. If CONTRACTOR employs any person to perform work in connection with this Agreement. CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million. Dollars (\$1,000,000) per accident or disease. Check one of the boxes below CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and will comply with such provisions before commencing the performance of the Work of this Contract CONTRACTOR does not employ anyone in the manner subject to the workers, compensation laws of California CONTRACTOR shall maintain Commercial Genera 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 right to any claim, demand suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect. "ONTRACTOR 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
- 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

- CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Warver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand
- 10 Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 11 Assignment. The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 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

Fale Loff Rev 9/4/14

- 13. Drug-Free I Smoke Free Policy: No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff. visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
- 14. Indemnification: CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 15. Copyright/Trademark/Patent/Ownership: CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 16. Waiver: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 17. Termination: OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 18. Conduct of CONTRACTOR: By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 - 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.
- 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:
 - Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
- 21. Limitation of OUSD Liability: Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 22. Confidentiality: CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted.

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- access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data
- 23 Conflict of Interest CONTRACTOR shall abide by and be subject to all applicable regulations, statutes or other laws regarding conflict of interest CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources
 - CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may anse 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, Ineligib lity and Voluntary Exclusion. CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).
- Litigation: This Agreement shall be performed in Oakland California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- 26 Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference
- 27 Integration/Entire Agreement of Parties
 This Agreement onstitutes the entire agreement between the Parties and supersedes all prior discussions negotiations, and agreements, whether oral or 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 aull-prity 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.
- 36 Contract Contingent on Governing Board Approval ODDD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no pay nent shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 31 W-9 Form. If CONTRACTOR is doing business with OUSD to the first time, complete and return with the signed Contract the W-9 form.

OAKLAND JANFIED SCHOOL DISTRICT	CONTRACTOR
2/Sut	TOV.
President Board of Education /	Contractor Signature
☐ Superintendent	No. of Marine
Chief or Deputy Chief ,	Pavid Korkar
for the second s	Trautor of Finance & Administration
Mart of the state	Pnnt Name Title
Secretary, Board of Education	

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 14-2256
Introduction Date: 12/19/19
Enactment Number: 1-29/19
Enactment Date: 12/19/19
By: 0-0-

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.

Oakland Public Education Fund (OPEF) will provide targeted intervention for students. The overall goal is to bring all of Sankofa's students up to grade level proficiency in ELA and Math. The primary focus is on 2nd through 8th graders who will receive pull-out small group support during the day, as well as after-school tutoring. Students will receive 45 minutes of intervention support each day, 5 days a week, as a part of the regular school days. In addition, they will participate in after-school tutoring two days a week for 90 minutes each day. OPEF will work with Sankofa Staff to use SRI data, Running Records, and BPST (Basic Phonics Skills Test) results to reassess students targeted for painticipation.

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

As a result of this agreement and the services provided by it, Sankofa will decrease the number of 2nd through 8th grade students who perform Below Basic and Basic measured by the 2014 SR!. Over the course of the year, at least 75% of the targeted Sankofa students will move up one fluency level, as measured by BPST or Running Records. Promoting literacy is going to help students connect with grade content, which in terms of engagement will have a positive effect on attendance. 90% of chronic absences are correlated with low reading performance, which is an evidence of the interaction between skills and schools engagement. Additionally, Sankofa will decrease the number of 2nd through 8th students who perform below grade level in Math by 10%.

3,			ent with District Strategic Plan: Indicate the goals and I that apply.)	vis	ions supported by the services of this contract:		
	E	ns	ure a high quality instructional core		Prepare students for success in college and careers		
		Dev	elop social, emotional and physical health		Safe, healthy and supportive schools		
)rea	ite equitable opportunities for learning		Accountable for quality		
		ligh	quality and effective instruction		Full service community district		
l .	Plea	se s	ent with Community School Strategic Site Plan – C select: ion Item included in Board Approved CSSSP (no additional				
			ion Item added as modification to Board Approved Chager either electronically via email of scanned documents, fa				
		1.	Relevant page of CSSSP with action item highlighted. Page date, school site name, both principal and school site counc				
	1	2. Meeting announcement for meeting in which the CSSSP modification was approved.					
	;	3.	Minutes for meeting in which the CSSSP modification was a	opr	oved indicating approval of the modification.		
	4	4.	Sign-in sheet for meeting in which the CSSSP modification v	/as	approved.		

OAKLAND PUBLIC EDUCATION FUND



STATEMENT OF QUALIFICATIONS, 2014-15

ABOUT THE OAKLAND PUBLIC EDUCATION FUND

The Oakland Public Education Fund (the Ed Fund) is a registered 501(c)(3) non-profit founded in 2003 by Oakland principals and community leaders. To reflect its evolving, city-wide focus, in 2014 the organization changed its name from the Oakland Schools Foundation to the Oakland Public Education Fund.

MISSION AND VISION

The Ed Fund's mission is to lead the development and investment of community resources in Oakland public schools so that all students can learn, grow, and thrive.

OUR SERVICES

The Ed Fund offers the following services and support to Oakland public schools and other organizations:

Fiscal Sponsorship and Management

As a 501(c)(3), the Oakland Public Education fund provides fiscal sponsorship for grants, donations, and in-kind contributions. We help our partner schools and organizations remain accountable to their supporters through rigorous budget management and consistent donor follow-up supported by thank-you letters and mailing list management. We also offer accounts payable and receivable as part of our Fiscal Sponsorship and Management services.

Human Resource Management

As a fiscal sponsor for our partners, OSF provides contractor and employee administration services for programs funded by grants and donations.

Resource Development

California currently spends close to \$3,000 less per student than the national average. The resource and opportunity gaps in public education require that we look for resources beyond public funding to support our students. To this end, the Ed FUnd offers grant writing, donor cultivation, and partnership

development services to help our partners generate resources that support the development and sustainability of programs critical to student learning and success.

Communications and Outreach

In order to boost student enrollment, community and family engagement, and resource development it is important that we share what is happening in our schools and across OUSD. The Ed Fund provides partners and the District with communications and outreach services that include branding, website development, social media management, storytelling, mailings, photography, and the development of communications materials such as newsletters and brochures.

RESULTS AND IMPACT

The Oakland Public Education Fund has helped schools raise more than \$25 million for essential programs since 2003, supporting schools and OUSD to build new partnerships along the way. Through our communications work, we've consistently championed Oakland schools to shift the narrative about public education in Oakland.

The organization fiscally sponsors roughly 40 Oakland public schools, and as it widens its scope as the Ed Fund, has begun fiscally sponsoring District efforts such as the African American Male Achievement Initiative (AAMA).

In its role as the education fund for Oakland, the Ed Fund works closely with OUSD to support District-wide fundraising, partnership building, and championing of Oakland public schools. Here are a few recent examples:

- Its first annual School Supply Drive in Fall 2013 raised \$35,000 in supplies for more than 20 Oakland schools in need.
- The Ed Fund partnered with OUSD to create brochures for all 20 Oakland public middle schools, supporting the Disrict's effort to boost enrollment at the middle-school level.
- The Ed Fund hosted its inaugural Thank an Oakland Teacher Night in May 2014, honoring close to 200 teachers from schools across Oakland.

STATEMENT OF FINANCIAL POSITION

You can find the Ed Fund's most recent financial documents here: http://www.oaklandedfund.org/about/financial-documents

OAKLAND PUBLIC EDUCATION FUND STAFF

Brian Stanley, Executive Director
David Korsak, Director of Finance & Administration
Benj Vardigan, Director of Communications
Helen Vance, Staff Account

OAKLAND PUBLIC EDUCATION FUND BOARD OF DIRECTORS

Robert Spencer, President
Sedrick Tydus, Treasurer
Lillian Cordova-Lopez, Secretary
Samir Bolar, Member-at-Large
Rhonnel Sotelo, Member-at-Large
Elnora Webb, Member-at-Large

FOR MORE INFORMATION ABOUT THE ED FUND, PLEASE CONTACT:

Brian Stanley, Executive Director Oakland Public Education Fund brian@oaklandedfund.org (510) 221.6968 x700 www.oaklandedfund.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MINDRYYYY) 9/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION DNLY AND CONFERS NO MIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE FOLICIES 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 enfloredd. If SUBROGATION IS WAIVED, subject to

the terms and conditions of the policy certificate holder in lieu of such endor			ndomement. A sta	tement on	thin certificate does not confer	rights to the
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The ACORD name and logo are registered marks of ACORD

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: Oaldand 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.

View assistance for SAM gov

Search Results

Current Search Terms: oaldand* public* education* fund*

Notice: This printed document represents only the first page of your SAM search results. Move results may be available. To print your complete search results, you, can download the PDF and print it.

No records found for current search.

Glossary

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PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015



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AMENDMENT ROUTING FORM 2014-2015 PROFESSIONAL SERVICES CONTRACT AMENDMENT NO. _



Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order has been increased by Procurement.

- 1. Contractor and OUSD contract originator reach agreement on modification to original scope of work and compensation.

 Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment. If contract total amount has increased, the scope of work must change. OUSD contract originator creates new requisition with the 															
original PO number referenced in the item description.															
4. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.															
When the contract amendment is approved, Procurement will add additional funds to the <u>original</u> Purchase Order.															
Attachment Contract amendment packet including Board Memo and Amendment Form Checklist Amended Scope of Work (Be specific as to what additional work is being done by this consultant.)															
		Board appro	ved cop	y of the orig	inal contract and	l any p	orior Ame	endment	ts.			,			
ous	OUSD Staff Contact Emails about this contract should be sent to prequired monique.brinson@ousd.k12.ca.us														
10					Contractor	Info	rmation				<u> </u>				
Contractor Name Oakland Public Education Fund (OPEF) Agency's Contact David Korsak															
OUSD Vendor ID# V053845									ctor of	tor of Finance & Adminstration					
Street Address 1000 E			roadway, 3rd Floor Suite 300			City Oakland			State CA Zip 94				94607		
Telephone 510 221-6968 Email david@oaklandedfund.org															
Compensation and Terms – Must be within the OUSD Billing Guidelines															
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	Signature	1	Date Approved 4/1/15												
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	Signature	Г	Date Approved												
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AMENDMENT ROUTING FORM 2014-2015 PROFESSIONAL SERVICES CONTRACT AMENDMENT NO. __



Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order has been increased by Procurement.

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Telephone 510 221-6968 Email david@oaklandedfund.org																
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	Administrator	/ Manager (O	riginator)	inator) Name Monique F. Brinson						Phone	one 510-654-7787					
1.	Site/Department (Namer #) Sankofa Academy/191								Fax 510-654			I-7715				
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