Board Office Use: Legislative File Info. File ID Number 16-2202 Introduction Date 11/30/16 **Enactment Number Enactment Date**



Memo

Board of Education

From

Antwan Wilson, Superintendent

Board Meeting Date

(To be completed by Procurement)

Subject

Professional Services Contract - Board of Trustees, Leland Stanford Junior University

- 922/Community Schools & Student Services Department

(site/department)

Action Requested

Approval of professional services contract between Oakland Unified School

District and Board of Trustees, Leland Stanford Junior University

be primarily provided to 922/Community Schools & Student Services Department for the period of 07/01/2016

through 06/30/2019

Background

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

Discussion One paragraph summary of the scope of work.

Approval 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, on behalf of the John W. Gardner Center for Youth and Their Communities, for the latter to conduct Phase IV - A Study of Early Outcomes and Implementation of Full Service Community Schools in the District, as described in the Scope of Work, incorporated herein by reference as though fully set forth, for the Community Schools and Student Services Department, for the period of July 1, 2016 through June 30, 2019, in an amount not to exceed \$100,000.00.

Recommendation

Approval of professional services contract between Oakland Unified School

District and Board of Trustees, Leland Stanford Junior University

. Services to

be primarily provided to 922/Community Schools & Student Services Department

for the period of 07/01/2016 ____ through 06/30/2019

Fiscal Impact

Funding resource name (please spell out) 5848/Full Service Community Schools and

9225/Kaiser Health and Wellness not to exceed \$ 100,000.00

Attachments

Professional Services Contract including scope of work

Fingerprint/Background Check Certification

Insurance Certification

TB screening documentation

Statement of qualifications



CONTRACT JUSTIFICATION FORM This Form Shall Be Submitted to the Board Office With Every Consent Agenda Contract.

Legislative File ID No. 16-2202
Department: 922/Community Schools and Student Services Department
Vendor Name: Board of Trustees of the Leland Stanford Junior University
Contract Term: Start Date: 07/01/2016 End Date: 06/30/2019
Annual Cost: \$ 100,000.00
Approved by: Andrea Bustamante
Is Vendor a local Oakland business? Yes ☐ No ✓
Why was this Vendor selected?
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 the evaluation 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 project 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.
Summarize the services this Vendor will be providing. The Board of Trustees of Stanford University on behalf of the John W. Gardner Center for Youth and Their Communities, for the latter to conduct Phase IV of their project, 'A Study of Early Outcomes and Implementation of Full Service Community Schools' in the District.
Was this contract competitively bid? Yes No ✓
If No, answer the following:
1) How did you determine the price is competitive?
The project work in phases 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.

Legal 1/12/16 1

2)	Pleas	se check the competitive bid exception relied upon:
		Educational Materials
	√	Special Services contracts for financial, economic, accounting, legal or administrative services
		CUPCCAA exception (Uniform Public Construction Cost Accounting Act)
		Professional Service Agreements of less than \$87,800 (increases a small amount on January 1 of each year)
		Construction related Professional Services such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
		Energy conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
		Emergency contracts [requires Board resolution declaring an emergency]
		Technology contracts
		electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
		contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
		Western States Contracting Alliance Contracts (WSCA)
		California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
		Piggyback" Contracts with other governmental entities
		Perishable Food
		Sole Source
		Change Order for Material and Supplies if the cost agreed upon in writing does not exceed ten percent of the original contract price
		Other, please provide specific exception

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File ID Number	16-2202								
Introduction Date	11/30/16								
Enactment Number	16-1844								
Enactment Date	11/30/16								

profession for services to California school districts.



PROFESSIONAL SERVICES CONTRACT 2016-2017

Th	s Agreement is entered into between Board of Trustees, Leland Stanford Junior University
fur	ONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the nishing 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 impetent 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 07/01/2016, or the day immediately following approval by the Superintendent
	if the aggregate amount CONTRACTOR has contracted with the District is below \$87,800 in the current fiscal year; or, approval by the
	Board of Education if the total contract(s) exceed \$87,800, whichever is later. The work shall be completed no later than 06/30/2019
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed One Hundred Thousand
	Dollars (\$100,000.00 per fiscal year], at an hourly billing rate not to exceed 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: N/A
	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: N/A
	which shall not exceed a total cost of
5.	CONTRACTOR Qualifications / Performance of Services:
	CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and,/or regulations, as they may apply.
	Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings

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 person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.

obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its

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:

Requisition No.	R0171838	P.O. No	

Professional Services Contract

OUSD Representative:

CONTRACTOR: Name: Ali Metzler Name: Catherine Boxwell Site /Dept.: 922/Community Schools & Student Services Department Senior Contract and Grant Officer Address: 3145 Porter Drive Address: 1000 Broadway, Suite 150 94304 CA 94607 Palo Alto Oakland CA Phone: (650) 725-6864 Phone: (510) 879-2820 Email: andrea.bustamante@ousd.org Email: boxwell@stanford.edu

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.

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.

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.
- OCONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- 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 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.
- 12. Non-Discrimination: It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

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

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

- 19. **No Rights in Third Parties**: This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 20. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 - 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 access to

Rev. 6/6/16 Page 3 of 6

Professional Services Contract

- 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 arise as a result of such change will be brought to OUSD's attention in writing.
 - Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).
- 25. **Litigation**: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. **Signature Authority**: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to 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 for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT	CONTRACTOR
and his	Crycolof Pobula
President, Board of Education	Contractor Signature
☐ Superintendent ☐ Chief or Deputy Chief	Nicole K. Pobuta
2/ 1//	Contract and Grant Officer
	Print Name, Title

Form approved by OUSD General Counsel for 2016-17 FY

Secretary, Board of Education

Rev. 6/6/16 Page 4 of 6

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.

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 is conducting a three-year, 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 twelve-month period between July 2016 and June 2017 (Phase IV).

In the Phase IV work, OUSD and the Gardner Center will develop an appropriate research design and detailed work plan for assessing early system-, school-, and student-level outcomes. As well, our 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 IV activities, Gardner Center staff will work closely with OUSD's Family, Schools, and Community Partnership department on the following tasks:

- Collect, organize, clean, and analyze administrative data from OUSD and from partners related to the full-service community school model(s) currently in place.
- Design research examining student and school-level outcomes for OUSD full-service community schools.
- Design qualitative research instruments (e.g., surveys and interview protocol).
- Collect qualitative site-level data from OUSD full-service community schools (e.g. interviews and focus groups with teachers, students, families and staff).
- · Execute data use agreements with partners as needed.
- · Produce report and PowerPoint presentation with key findings to share with stakeholder groups.

Professional Services Contract 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 IV 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 Prepare students for success in college and careers Develop social, emotional and physical health Safe, healthy and supportive schools Accountable for quality Create equitable opportunities for learning Full service community district ☐ High quality and effective instruction Alignment with Community School Strategic Site Plan - CSSSP (required if using State or Federal Funds): Please select: ☐ Action Item included in Board Approved CSSSP (no additional documentation required) — Item Number:_ Action Item added as modification to Board Approved CSSSP – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

- Relevant page of CSSSP 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 CSSSP modification was approved.
- 3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the CSSSP modification was approved.

Addendum to the Professional Services Contract

Professional Services Contract between the Oakland Unified School District and the Board of Trustees, Leland Stanford Junior University, for the Full Service Community Schools (FSCS) Initiative Evaluation: Phase IV

- 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 anti-discrimination 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.

- Limitation of OUSD Liability.
 Please delete this clause in its entirety.
- 23. Confidentiality.

Again, this would be better covered in a separate agreement between OUSD and the Consultant.

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."

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at https://www.sam.gov/

john w. gardner center for youth and their communities

scope of work

July 2016 - June 2017

PHASE IV – 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 is conducting a three-year, 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 twelve-month period between July 2016 and June 2017 (Phase IV). Our analysis during this phase of the project will be informed by lessons learned in Phase III where we studied the implementation of the full-service community schools model at a sample of schools to better understand the experiences and perspectives of multiple school and community stakeholders.

In the Phase IV work, OUSD and the Gardner Center will develop an appropriate research design and detailed work plan for assessing early system-, school-, and student-level outcomes. As well, our 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 IV activities, Gardner Center staff will work closely with OUSD's Family, Schools, and Community Partnership department on the following tasks:

- Collect, organize, clean, and analyze administrative data from OUSD and from partners related to the full-service community school model(s) currently in place.
- Design research examining student and school-level outcomes for OUSD full-service community schools.
- Design qualitative research instruments (e.g., surveys and interview protocol).
- Collect qualitative site-level data from OUSD full-service community schools (e.g. interviews and focus groups with teachers, students, families and staff).
- Execute data use agreements with partners as needed.
- Produce report and PowerPoint presentation with key findings to share with stakeholder groups.

Deliverables and Timeline

Based on the activities outlined above, the Gardner Center proposes to develop and disseminate three deliverables during this 12 month period:

- 1. A report in which we will document findings for OUSD.
- 2. A PowerPoint presentation through which we will synthesize early findings to share and discuss with initiative leaders and other stakeholders as appropriate
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With the current \$100,000 budget we propose the following research timeline:

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/25/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

	ertificate holder in lieu of such e	dorseme	ent(s)	•	CONTA	СТ					
PROI	DUCER MARSH RISK & INSURANCE SERVICE	S			NAME:						
	345 CALIFORNIA STREET, SUITE 130				PHONE FAX (A/C, No, Ext): (A/C, No):						
	CALIFORNIA LICENSE NO. 0437153				E-MAIL ADDRE	SS:					
	SAN FRANCISCO, CA 94104						SURER(S) AFFOR	RDING COVERAGE		NAIC#	
0251	193-STND-GAWUF-16-17					RA: United Edu	cators Ins Risk R	et. Grp.	100	20	
INSU	IRED				INSURE	RB: American Z	Zurich Insurance	Co.	401	42	
	THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVER	SITY, ET AL.			INSURE	R C : N/A			N/A		
	C/O RISK MANAGEMENT DEPARTME	IT			INSURE	RD:					
	215 PANAMA STREET, BLDG D JUNIPER MODULAR				INSURE	RE:					
	STANFORD, CA 94305				INSURE	RF:					
CO	VERAGES	CERTIFI	CATE	E NUMBER:	SEA	-002674554-30		REVISION NUMBER:6			
IN	HIS IS TO CERTIFY THAT THE POL IDICATED. NOTWITHSTANDING A ERTIFICATE MAY BE ISSUED OR XCLUSIONS AND CONDITIONS OF S	Y REQUIR	REME TAIN,	NT, TERM OR CONDITION THE INSURANCE AFFORI	OF AN	Y CONTRACT THE POLICIE	OR OTHER	DOCUMENT WITH RESPECT TO	TO WH	ICH THIS	
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	CLAIMS-MADE OCCUR			SEE ATTACHED				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$		
	30001							MED EXP (Any one person)	\$		
								PERSONAL & ADV INJURY	\$		
	GEN'L AGGREGATE LIMIT APPLIES PER							GENERAL AGGREGATE \$			
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								BODILY INJURY (Per person)	\$		
	ANY AUTO ALL OWNED SCHEDULE								ODILY INJURY (Per accident) \$		
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	HIRED AUTOS AUTOS							(Per accident)	\$		
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1151 Oaki	ificate is issued for the duration of the Full Ser 108 titled: Oakland Community Schools Evalua- land Unified School District, its officers, agents by applies in excess of the underlying general l	ion. It is esti and employe	mated ees are	the term of the res. project is for J additional insured unther the umb	uly 1, 2016	through June 30,	, 2017.				
CE	RTIFICATE HOLDER				CAN	CELLATION					
	OAKLAND UNIFIED SCHOOL DISTRIC 900 HIGH STREET OAKLAND, CA 94601	Т			THE	EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE C EREOF, NOTICE WILL I CY PROVISIONS.			
						ORIZED REPRESI sh Risk & Insura					
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AGENCY CUSTOMER ID: 025193

LOC #: San Francisco



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED						
MARSH RISK & INSURANCE SERVICES		THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, ET AL.						
POLICY NUMBER		C/O RISK MANAGEMENT DEPARTMENT 215 PANAMA STREET, BLDG D JUNIPER MODULAR						
CARRIER NAIC CODE		STANFORD, CA 94305						
		EFFECTIVE DATE:						

CARRIER	NAIC CODE	_ JUNIPER MODULAR STANFORD, CA 94305										
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ADDITIONAL REMARKS												
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,												
FORM NUMBER: 25 FORM TITLE: Certificate of Li		ince										
TOKIN HOMBER.												
CONTINUED FROM DESCRIPTION SECTION:												
CONTINUED FROM DESCRIPTION SECTION:												
GENERAL LIABILITY IS SELF-INSURED FOR \$2,000,000 EACH OCCURRENCE. AL	UTOMOBILE LIABIL	JTY IS SELF-INSURED FOR \$1,000,000 EACH ACCIDENT.										

MARSH

Lynn Heimerle

Client Representative
Marsh Risk & Insurance Services
345 California Street, Suite 1300
San Francisco, CA 94104-2679
California Insurance License #0437153
+1 415 743 8000
lynn.heimerle@marsh.com
www.marsh.com

September 1, 2016

Subject: Additional Insured

To Whom It May Concern:

It is our understanding that you have made a request for an additional insured endorsement naming your organization as an additional insured. The liability insurer for Stanford University automatically includes any person or organization as an additional insured if there is a requirement to do so in a written contract in force between Stanford University and that person or organization. This wording is found within the Excess Liability coverage form that is contained within Stanford University's insurance policy.

Attached is an excerpt of the coverage form that contains this automatic grant of additional insured status for your review. We trust that upon review of this wording you will agree that a custom endorsement naming your organization is not required as the policy automatically grants your organization additional insured status if required by written contract.

Sincerely,

Lynn Heimerle Client Representative

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- d. any not-for-profit entity acquired or formed by or merged with an **Included Entity** during the **Policy Period** provided that
 - (1) the value of the sum of all assets (including, but not limited to, real estate, securities, assumed indebtedness and other consideration) expended, assumed or exchanged for any such acquisition, formation or merger does not exceed 5% of the total assets of the Educational Organization and its consolidated subsidiaries and affiliates as most recently reported to us for rating purposes prior to such Policy Period;
 - (2) the combined or consolidated operations and the acquired, formed or merged entity are not materially different from those of the Included Entity prior to the acquisition, formation or merger;
 - (3) coverage with respect to that newly formed, acquired or merged entity will begin on the date of acquisition, formation or merger, and there is no coverage for any entity acquired by or merged into the **Included Entity** or for any person with respect to that entity for **Occurrences** happening prior to the date of acquisition or merger; and
- e. In addition to coverage provided in Item d. listed above, any newly formed, acquired or merged affiliates of the Educational Organization, shall be added as Included Entities to this Policy as of the effective date of their formation, incorporation or acquisition by the Educational Organization, provided
 - (1) they are reported to us within sixty (60) days of the date of their formation, incorporation or acquisition by the Educational Organization and
 - (2) are subsequently accepted for coverage by us and named on the Policy.

Included Entity's Products means goods or products manufactured, sold, tested, handled, or distributed by an Included Entity or others trading under its name or materials that were the subject of completed or abandoned operations of the Included Entity.



Insured means:

- a. the included Entities;
- any past, present or future trustees, governing board directors or Officers of an Included
 Entity while acting within the scope of their duties on behalf of that Included Entity; the
 estates, heirs, legal representatives or assigns of deceased, incompetent, insolvent or
 bankrupt trustees, governing board directors, or Officers; and spouses or domestic partners
 of governing board directors or trustees to the extent they are involved in Claims solely
 because of their status as spouses or domestic partners;
- c. at the option of the Educational Organization, any
 - past, present and future employee, member of the faculty, student teacher, or teaching assistant of an Included Entity;
 - (2) member of a committee, including an Institutional Review Board (as recognized by the U.S. Food and Drug Administration and U.S. Department of Health and Human Services) of an Included Entity, or a representative to an education association of which the Educational Organization is a member;
 - (3) uncompensated volunteer worker performing services on behalf and with the express direction and authority of an **Included Entity**;
 - (4) student of an Educational Organization while serving in a supervised internship program in satisfaction of course requirements; or
 - (5) student of an Educational Organization while acting at the direction of, complying with policies and procedures governing conduct at, or performing services primarily for or on behalf of, the Educational Organization;
 - but only while acting within the scope of their duties or obligations in their respective capacities to an **Included Entity** as described in clause a. or b. above, and coverage for these individuals is subject always to all other terms and conditions of this Policy;
- d. any person legally responsible for the use of an Automobile owned, rented, leased, borrowed, hired or used by an Included Entity with its express permission; but Insured under this Paragraph d. does not include:

- (1) any person or organization's (other than an Included Entity's) agent or employee, operating an Automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any Occurrence arising out of the operation thereof, or
- (2) the owner or any permissive user of the owner of an Automobile that is not owned by an Included Entity; however, at the request of the Educational Organization, we will deem as an Insured
 - an employee of an Included Entity for liability arising out of the use of his or her personal Automobile in the business of that Included Entity on behalf of and with the express permission of that Included Entity; or
 - (ii) any person who rents or leases Automobiles on behalf of and with the express
 permission of the Included Entity, but only while acting within the scope of their
 duties or obligations in the respective capacities to an Included Entity;
- except with respect to the use or operation of an Automobile, any person or organization to
 whom any Included Entity is obligated by virtue of a contract or agreement to provide liability
 insurance such as is afforded by this Policy, but only
 - (1) to the extent of such obligation;
 - (2) for operations (other than commercial insurance operations) by or on behalf of that Included Entity or operation of facilities of that Included Entity or use of facilities by that Included Entity; and
 - (3) if the contract or agreement is made prior to a covered Occurrence; and
- f. Automobile dealerships and leasing corporations that own Automobiles which are leased or loaned to an included Entity but only for liability arising out of the activities of the included Entity's employees.

Limit of Liability means the maximum amounts that are provided by this Policy to pay Damages, respectively, for each Occurrence and, where applicable, in the aggregate for all Occurrences during the Policy Period as stated in Items 2(a) and (b) of the Declarations.

Medical Services means any acts that may be legally performed only by a physician, nurse or other licensed medical professional within the scope of his/her medical license, regardless of whether the person is licensed or not. However, the application of **First Aid** shall not be considered **Medical Services**.

Model aircraft means a non-human carrying device capable of sustained flight in the atmosphere which has a flight weight of 100 pounds or less (flight weight includes the weight of the aircraft itself, fuel and other fluids, and all payload) used for research and/or educational purposes; but, model aircraft does not include any rocket or missile.

Non-Flight Curriculum-Related Instruction includes the assembly, maintenance, service, ownership, use or operation of owned aircraft not used in flight, but instead solely for maintenance or service as part of Non-Flight Curriculum-Related Instruction; however Non-Flight Curriculum-Related Instruction does not include:

- (i) the flying of any aircraft,
- (ii) the time commencing with the take-off run or landing run of any aircraft or
- (iii) the assembly, maintenance, service, ownership, use or operation of any aircraft actually used in flight.

Occurrence means:

- an accident during the Policy Period or the continuous, intermittent or repeated exposure to conditions that commence during the Policy Period that causes Bodily Injury or Property.
 Damage neither expected nor intended by the Insured; or
- an event that first occurs during the Policy Period that causes Personal Injury or Advertising Injury.

john w. gardner center for youth and their communities

scope of work

July 2016 - June 2017

PHASE IV – 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 is conducting a three-year, 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 twelve-month period between July 2016 and June 2017 (Phase IV). Our analysis during this phase of the project will be informed by lessons learned in Phase III where we studied the implementation of the full-service community schools model at a sample of schools to better understand the experiences and perspectives of multiple school and community stakeholders.

In the Phase IV work, OUSD and the Gardner Center will develop an appropriate research design and detailed work plan for assessing early system-, school-, and student-level outcomes. As well, our 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 IV activities, Gardner Center staff will work closely with OUSD's Family, Schools, and Community Partnership department on the following tasks:

- Collect, organize, clean, and analyze administrative data from OUSD and from partners related to the full-service community school model(s) currently in place.
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SAM Search Results List of records matching your search for:

Search Term: Leland* Stanford* Junior* University* **Record Status: Active**

LELAND STANFORD JUNIOR UNIVERSITY, THE ENTITY

Status:Active

DUNS: 929824415

+4:

CAGE Code: 5SPH0

DoDAAC:

Expiration Date: Jul 19, 2017

Has Active Exclusion?: No

Delinquent Federal Debt?: No

Address: 2575 Sandhill Rd

City: Menlo Park ZIP Code: 94025-7015 State/Province: CALIFORNIA

Country: UNITED STATES

ENTITY

LELAND STANFORD JUNIOR UNIVERSITY, THE

Status:Active

DUNS: 830111068

+4:

CAGE Code: 1R1Y7

DoDAAC:

Expiration Date: Sep 15, 2017 Has Active Exclusion?: No

Delinquent Federal Debt?: No

Address: 459 LAGUNITA DR STE 7

City: STANFORD ZIP Code: 94305-8214 State/Province: CALIFORNIA

Country: UNITED STATES

ENTITY

LELAND STANFORD JUNIOR UNIVERSITY, THE

Status:Active

DUNS: 009214214

+4:

CAGE Code: 1KN27

DoDAAC:

Expiration Date: Apr 25, 2017 Has Active Exclusion?: No

Delinquent Federal Debt?: No

Address: 450 SERRA MALL

City: STANFORD

ZIP Code: 94305-2004

State/Province: CALIFORNIA

Country: UNITED STATES

October 25 2016 12:42 DM

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2016-2017

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Attac Chec	Basic Directions Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool Services cannot be provided until the contract is fully approved and a Purchase Order has been issued. 1. 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 Talent 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 Checklist For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/) For All Consultants: Statement of qualifications (organization); or resume (individual consultant).													
OUSE	Staff Contact	Emails abou	t this co	ntract shou	ld be sent to:	(required)	Ren	ee.McMearn	@ousd.	.org			_	
					Con	tracto	r Info	rmation						
Conti	ractor Name	Board of T	rustees,	Leland Sta	anford Junior (Unive	Agen	cy's Contac	ct Ca	atherine Bo	xwell			
	D Vendor ID #						Title			enior Contr	act and Grant C			
	t Address	3145 Port					City		_		State CA	4	Zip	94304
	ohone	(650) 725-	_					(required)	-	ell@stanfor				PS N.
Conti	ractor History	Pre	viously	been an C	OUSD contra	ctor?	Yes	∐ No	VV	orked as	an OUSD emp	oloyee'	UY	es 🖸 No
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Antic	ipated start da	te	07/01/2	2016	Date wo	rk will e	end	06/30/2019		Other	Expenses			
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	Administrator	/ Manager (O	riginator)	Nam	ne Ali Metz	ler				Phone	(510) 879-28	320		
1.	Site/Departmen	nt (Name & #) 92	22/Comr	nunity Scho	ools & Studen	t Servic	es Depa	artment		Fax	(510) 879-46	05		
	Signature A	1, Met	ne	R					Date	Approved	10/25	116		
	Resource Mar	nager, if using t	unds mar	naged by:	State and Federa	al Qua	ality, Com	munity, School	Developm	nent 🗸 Com	munity Schools & S	tudent Se	ervices [Risk Mgmt
2	☐Scope of wo	rk indicates c	ompliant	use of rest	ricted resource	e and is	in aligr	nment with so	chool sit	te plan (CS	SSP)			
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4.	☐Consultant i			_										
	Signature								Date /	Approved				
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