

Board Office Use: Legislative File Info.	
File ID Number:	16-2750
Introduction Date:	01/11/2017
Enactment Number:	
Enactment Date:	

# Memo

**To:** Board of Education

**From:** Antwan Wilson, Superintendent

**Board Meeting Date:** 01/11/2017

**Subject:** Professional Service Contract

**Contractor:** The Forum for Youth Investment of Washington , DC

**Services for:** 922-Community Schools & Student Services

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and The Forum for Youth Investment, Washington , DC, for the latter to provide: The Weikart Center, a project of the Forum for Youth Investment, will provide YPQA basics training to 25 new after school site coordinators and agency directors, to provide a foundational understanding of the youth development quality standards. They will also provide the more extensive YPQA External Assessors training to 20 selected, experienced program leaders. This training will enable participants to be officially certified as a PQA External Assessor, so that they can conduct site visits at OUSD after school program sites and produce

**Background:**  
(A one paragraph explanation of why the consultant's services are needed.)

The Weikart Center, a project of the Forum for Youth Investment, provides training and capacity building to support continuous quality improvement in after school systems. The Weikart Center developed the nationally normed, research validated Youth Program Quality Assessment tool, the tool that has been adopted by Oakland and many other communities across the nation to define after school program quality standards. The OUSD After School Programs Office has partnered with the Weikart Center for over the past six years. The Weikart center program quality tools, trainings, and technical assistance has been instrumental in strengthening the quality of OUSD after school programs, and engaging all 75 program sites in data-based continuous quality improvement processes.

**Discussion:**  
(QUANTIFY what is being purchased.)

The Weikart Center, a project of the Forum for Youth Investment, will provide YPQA basics training to 25 new after school site coordinators and agency directors, to provide a foundational understanding of the youth development quality standards. They will also provide the more extensive YPQA External Assessors training to 20 selected, experienced program leaders. This training will enable participants to be officially certified as a PQA External Assessor, so that they can conduct site visits at OUSD after school program sites and produce validated assessments of program quality. This training is critical in building Oakland's capacity to sustain continuous quality improvement work.

Board Office Use: Legislative File Info.	
File ID Number:	16-2750
Introduction Date:	01/11/2017
Enactment Number:	
Enactment Date:	

**Fiscal Impact:** Funding Resource name(s) (detailed below) not to exceed \$35,886.15.

\$12,832.15	T IV 21ST CENTURY COM LEARNING
\$18,054.00	T IV 21ST CENTURY COM LEARNING
\$5,000.00	T IV 21ST CENTURY COM LEARNING

**Attachments:** Professional Services Contract including Scope of Work



## CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office  
With *Every* Consent Agenda Contract.

Legislative File ID No. 16-2750

Department: 922-Community Schools & Student Services

Vendor Name: The Forum for Youth Investment

Contract Term: Start Date: 09/01/2016 End Date: 12/31/2016

Annual Cost: \$ \$35,886.15

Approved by: ANDREA BUSTAMANTE

Is Vendor a local Oakland business? Yes ☒ No ☐

### Why was this Vendor selected?

Worked with Vendor previously at OUSD

### Summarize the services this Vendor will be providing.

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

Price compared with other vendors

2) Please 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 \$87,800.00 (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 \$87,800.00 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**

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	16-2750
Introduction Date	01/11/2017
Enactment Number	
Enactment Date	



OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2016-2017

This Agreement is entered into between The Forum for Youth Investment of Washington , DC  
(CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 09/01/2016, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$87,800.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$87,800.00, whichever is later. The work shall be completed no later than 12/31/2016.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Thirty-Five Thousand Eight Hundred Eighty-Six Dollars and 15/100 Dollars (\$35,886.15) [per fiscal year], at an hourly billing rate not to exceed N/A 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.

- 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 \$0.00.

### 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 obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

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

**OUSD Representative:**

Name: JULIA MA  
Site /Dept.: 922-Community Schools & Student Services  
Address: 1000 Broadway, Suite 150  
Oakland, CA 94607  
Phone: 510-879-2820  
Email: Julia.Ma@ousd.org

**CONTRACTOR:**

Name: Thomas Devaney  
Title: Officer (Executive)  
Address: 7064 Eastern Ave NW  
Washington , DC 20012  
Phone: 202-207-3333  
Email: Tom@forumfyi.org

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

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

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

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

Check one of the boxes below:

☐ CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

☒ CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required 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:
    1. 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 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



☐ President, Board of Education

☒ Superintendent or Designee

\_\_\_\_\_  
Secretary, Board of Education

## CONTRACTOR

Thomas Devaney

\_\_\_\_\_  
Contractor Signature

Thomas Devaney, Officer (Executive)

\_\_\_\_\_  
Print Name, Title

Form approved by OUSD General Counsel for 2015-16 FY



## 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 WITHOUT 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.

See Attached Scope of Work

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.

OUSD's ASES and 21st CCLC after school programs provide year-round academic, enrichment, mentoring, and other support services that support school district goals for improved school day attendance, academic achievement, college and career readiness, social and emotional learning, and increased student health and well-being. Forum for Youth Investment's training, technical assistance, and professional development services will help strengthen the quality of up to 75 OUSD after school programs. As program quality increases, OUSD after school programs will be able to demonstrate achievement of positive youth outcomes including increased student engagement in school, improved school day attendance, increased college and career readiness, and increased student safety and well-being.

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

- |   |  |
|---|--|
| <input type="checkbox"/> Ensure a high quality instructional core                 | <input type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools     |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning   | <input type="checkbox"/> Accountable for quality                             |
| <input checked="" type="checkbox"/> High quality and effective instruction        | <input type="checkbox"/> Full service community district                     |

4. **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(s):

- ☐ **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.

1. 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.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.

## 2016-2017 Scope of Work

### Prepared for Oakland Unified School District

**Proposed Delivery Dates:** 09/01/2016-12/31/2016

**Approved:** 06/21/2016

\*This quote is good for 20 days from issuance. Beyond 20 days, please contact the Weikart Center to confirm pricing and re-issue the scope, if necessary.

**Assumptions:** Based on 77 program sites. This scope of work will support the implementation of a quality assessment and improvement process based on the research-based, Youth Program Quality Intervention. The process will include the following elements:

Element	YPQI	Project	Dates	Description and Action
Kickoff Meeting	X	X	Aug – Sept 2016	Sites participate in a kickoff workshop to introduce the elements of the quality improvement system, review timelines, expectations, etc.
External assessment of Instructional Quality at baseline (Youth PQA or School-Age PQA)	X	X	Sept – Nov 2016	External Assessments completed in by reliable External Assessors.
Program self assessment of Instructional Quality at baseline (Youth PQA or School-Age PQA)	X	X	Sept – Nov 2016	Site staff attends the PQA Basics training and completes a team-based program self assessment. Online Basics course is also available.
Improvement Planning with data products.	X	X	Jan 2017	Sites participate in a Planning with Data workshop, continue planning on-site with teams, and develop program improvement plans. Online Planning with Data course is also available.
Professional Development for Staff and Managers, including Youth Work Methods trainings (e.g., Active-Participatory Approach aligned to PQA)	X	X	Jan – May 2017	Youth Work Methods Summit for staff and manager delivered by local trainers that have attended the Youth Work Methods Training of Trainers Workshop. Selected workshops are identified by improvement plans. Staff and managers plan and deliver new instructional practices. Youth Work Methods online courses are also available.
Quality Instructional Coaching for staff (focused on instruction)	X			Site managers attend the Quality Instructional Coaching workshop and are trained to provide instructional coaching for staff, which includes providing observation and feedback (instructional coaching) using the relevant PQA items as a standard for skill-building practice.
TA Coaching for site managers (focused on continuous improvement practices)	X	X	Jan – May 2016	Site managers are supported by technical assistance coaches to implement the quality improvement practices described above.

A scope of services to support the quality process outline above follows and is organized by these sections:

#### Routine YPQI

- System Building Resources** - Weikart Center staff are available to ensure successful quality improvement system building efforts. Supports for network leaders include ongoing phone and email technical assistance as well as access to a peer learning network and resources from similar systems.
- Capacity Building Trainings** - There are a number of trainings available to encourage capacity building within your system and to support long-term sustainability. Two intensive trainings prepare local trainers to deliver Weikart Center content. A coaching training prepares system leaders and coaches to deliver technical assistance and supports to programs implementing the YPQI.
- Research Services** - The YPQI is a research-driven intervention which provides you with reporting on both site/organizational and network-level data and findings. Also available are participant surveys and technical assistance.
- Materials** - Available materials include the Program Quality Assessment (PQA) tools, PQA handbooks, Methods/Management guidebooks, PQA playing cards, and Pyramid of Program Quality posters.
- Online Services and Trainings** - Online services will enhance participant experiences through check-in webinars and online courses that will guide them throughout the YPQI process. Also critical is access to the Online Scores Reporter for submitting data and generating reports.

6. **Trainings And Presentations** - The core YPQI trainings throughout the Assess-Plan-Improve phases will optimize program staff experience in the YPQI, as well as improve the quality of their programming.

**General Contracting and Relationship Notes:**

1. Each system project is assigned a project team that includes a Project Manager, Field Consultant/Trainer, and Technical and Logistics Support Team.
2. Your project team will work with you to coordinate delivery of materials, live training, webinars, scores reporter accounts, data audits, research deliverables, billing, etc.
3. FedEx ground shipping included for training materials when the logistics request form is returned with final training numbers or materials order is placed 2-weeks ahead of desired delivery date. Shipping fees may be applied if confirmation is not received in this timeframe. Partial or full shipping costs may be applied to international materials shipments.
4. All travel costs for in-person engagements are estimated. Invoices will account for actual travel costs.
5. Online Training accounts are non-transferable once assigned and distributed.
6. Weikart Center defines a target participation rate of “at least 1 response from 80% of participating program sites” on all administered surveys. Low response rates raise the potential for positive bias in the aggregate findings because lower performing sites may be less likely to comply with data collection requirements. When response rates fall below 50% of program sites responding, Weikart Center reserves the right to not produce a report. Weikart Center will conduct an audit of survey responses one week after the survey is opened, two days before it is scheduled to close, and on the day it is scheduled to close. Extending the initial survey window or requesting additional audits may incur an additional charge. Network Leads are responsible for following up with sites to achieve an acceptable response rate.
7. Acceptance of the terms of this contract entails permission for the Weikart Center to use your “de-identified” data for purposes of improving measures and providing normative comparison for the wider Weikart Center client base. “De-identified” means that: (1) No identification of persons or program sites are attached to the data making it impossible to disclose such information; and (2) identification of cities and states (e.g., Detroit; Arizona) will remain attached to the data and could be shared publicly as long as anonymity of sites and persons is assured.

Deliverables	Price
<b>System Building Resources:</b>	
<p><b><u>Ongoing system building T&amp;TA Package</u></b></p> <p>Weikart Center consulting, coaching, and technical assistance will support network/system leaders in building a local Quality Improvement Systems (QIS). Weikart Center will collaborate throughout the process of creating and sustaining local systems. The Roadmap to QIS Building will guide a process that will focus on planning and designing the system, engaging stakeholders, pilot implementation, and reflecting on successes and challenges.</p> <p>The Weikart Center will provide support in the following ways:</p> <ul style="list-style-type: none"> <li>• Regular Communication via phone, email, etc.</li> <li>• Weikart Center consultation on the following: <ul style="list-style-type: none"> <li>○ Overall QIS design and creation of and feedback on timelines, documents, and processes for continuous improvement model</li> <li>○ Site selection, recruitment, creation of expectations for sites, and creation/maintenance of a Master Participation List of sites</li> <li>○ Recruitment and creation of expectations for external assessors, coaches, and/or trainers</li> <li>○ Supporting participating sites throughout the process</li> <li>○ Long term goal setting</li> </ul> </li> <li>• Guidance on Data Collection and Technical Support</li> <li>• Invitations to participate in a National Quality Improvement Learning Community</li> <li>• Planning for maintenance, growth, and sustainability of QIS</li> </ul>	<p>Ongoing T&amp;TA Package</p> <p><b>Total = \$3,500.00</b></p>
<b>Capacity Building Trainings:</b>	

Deliverables	Price						
<p><b>Regional Training:</b></p> <p><b>Up to 14</b> persons attend a <b>Youth Work Methods Training of Trainers (Methods TOT)</b> – 4-week distance; 3-day live; 1-week distance – Our most intensive course prepares participants to lead the 10 item-aligned Youth Work Methods professional development workshops. The TOT begins with 4 weeks of distance coursework comparable to a college-level course. Participants should expect to spend 6-8 hours per week on coursework. The TOT culminates in an intensive 3-day live workshop. Finally, there is one last week of distance work to wrap-up. Materials that participants receive include a binder with training agendas for all the item-aligned workshops as well as a set of 10 Methods guidebooks. Due to the nature and rigor of the course, experience with the Youth Work Methods as well as training experience is highly recommended.</p> <p><i>Participation in the training includes tuition, materials, online modules, 6 meals (breakfast and lunch for each training day), and meeting space. Other travel and room and board costs must be covered by training participants or training host.</i></p> <p><i>For hosting networks costs of meals, training space, and trainer travel are covered by the host.</i></p> <p><b>TRAINING DATE:</b> June 2017 <b>LOCATION:</b></p>	<p>12 participant at \$1,475.00/slot* (includes 2 free slots for hosting)</p> <p><b>Total = \$17,700.00</b> <b>Travel for 1 Trainer: \$1,200.00</b></p> <p><b>Total: 18,900.00</b></p> <p><i>*Includes tuition, materials, meals, and training cost. Late registration fees may apply.</i></p> <p><b>For Networks Hosting: \$1,475.00/slot with 1 free slot with 9 paid participants, and an additional free slot for each additional 4 paid participants (13 paid slots=2 free slots)**</b></p> <p><b>**Includes tuition and materials. Cost of meals, training space, and trainer travel must also be covered by the host.</b></p>						
<b>Performance Information and Research Services</b>							
<p><b>Online Scores Reporter – Standard:</b></p> <p><b>77</b> program sites are active in the online <b>Scores Reporter with 2 Forms</b></p> <p><b>3</b> Network-level accounts* are active in the online <b>Scores Reporter</b>.</p> <p><b>XX</b> Additional user accounts (organization, assessor, network users)* are active in the online <b>Scores Reporter</b>.</p> <p><b>XX</b> Sites will receive access to the following Additional PQA Forms:</p> <p><b>Youth Program site leads</b> and <b>external assessors</b> can enter program assessment scores (e.g. Form A and B) for multiple observations, generate automatic reports containing all the scores from within their organization, and export data. Site leads can also enter program improvement plans. Standard single site access includes:</p> <ul style="list-style-type: none"> <li>- 1 Account</li> <li>- 2 PQA Forms (e.g. STEM PQA Form A, Youth PQA Form A, School-Age PQA Form A, Form B)</li> <li>- Improvement Planning Goal Form</li> </ul> <p><b>Network leaders</b> can track completion of assessments and program improvement plans via a dashboard, generate automatic reports for all the programs in the network, and export data.</p> <p>Includes ongoing tech support for a seamless user experience. The Weikart Center will also provide consultation and ongoing support for your network's data infrastructure. This includes yearly updates to program information, data alignment, and data archiving.</p> <p>*Additional accounts are assigned to specified individuals. An active email address must be provided in order to establish each additional account. Account access is active for the period of delivery established by this scope.</p> <p><b>DATE ACCOUNTS NEEDED:</b></p>	<table border="1"> <tr> <td colspan="2">Specify PQA Forms Sites will access:</td></tr> <tr> <td>2 Included Forms</td><td>YPQA and SAPQA</td></tr> <tr> <td>Additional Forms</td><td></td></tr> </table> <p>77 Site Accounts: \$55/site/year (bulk discount of \$10 per site)</p> <p><b>3 Network Access Accounts: Included</b></p> <p><b>50</b> Additional accounts: \$15/account/year</p> <p><b>Total = \$4,985.00</b></p>	Specify PQA Forms Sites will access:		2 Included Forms	YPQA and SAPQA	Additional Forms	
Specify PQA Forms Sites will access:							
2 Included Forms	YPQA and SAPQA						
Additional Forms							
<b>Materials</b>							

Deliverables	Price														
<p><b><u>Youth Work Management and Methods Training Series Guidebooks to support trainings delivered by local TOT Graduate Trainers:</u></b></p> <p><b><u>200 Youth Work Methods Guidebooks</u></b> to support Youth Work Methods trainings</p>	<p><u>200</u> Guidebooks @ \$10 each*</p> <p><b>Total = \$2,000.00</b></p> <p>*Fed Ex ground shipping included for orders placed 2-weeks ahead of desired delivery date. Shipping costs applied for international orders and those placed with less than 2 weeks lead time.</p> <p><b>Bulk Pricing</b></p> <table> <tr> <td>0-99</td><td>\$12</td></tr> <tr> <td>100-199</td><td>\$11</td></tr> <tr> <td>200-499</td><td>\$10</td></tr> <tr> <td>500-999</td><td>\$9</td></tr> <tr> <td>1000-1999</td><td>\$8</td></tr> <tr> <td>2000-2999</td><td>\$7</td></tr> <tr> <td>3000-</td><td>\$6</td></tr> </table>	0-99	\$12	100-199	\$11	200-499	\$10	500-999	\$9	1000-1999	\$8	2000-2999	\$7	3000-	\$6
0-99	\$12														
100-199	\$11														
200-499	\$10														
500-999	\$9														
1000-1999	\$8														
2000-2999	\$7														
3000-	\$6														
<p><b><u>Miscellaneous Materials:</u></b></p> <p><b><u>100</u></b> Pyramid of Program Quality Posters</p> <p><b><u>100</u></b> decks of Youth or School-Age PQA Playing Cards</p>	<p><u>100</u> Pyramid Posters @ \$12 each</p> <p><u>100</u> decks of PQA Playing Cards @ \$4 each</p> <p><b>Total = \$1,600.00</b></p> <p>*Fed Ex ground shipping included for orders placed 2-weeks ahead of desired delivery date. Shipping costs applied for international orders and those placed with less than 2 weeks lead time.</p>														
<b>Trainings and Presentations:</b>															
<p><b><u>Live Training (2-day visit):</u></b></p> <p><b><u>Up to 15</u></b> persons attend a 2-day (9-5 both days) <b>Youth/School-Age PQA External Assessor Reliability Training</b>. This workshop is intended for participants who will serve as reliable external assessors in the Youth Program Quality Intervention (YPQI) process who do not have a current endorsement (i.e. new assessors). Reliable assessors must meet rigorous standards that require in-depth exploration of the Program Quality Assessment (PQA). Participants must attend the entire training, over the course of which they will watch a series of videos and practice scoring the PQA under the guidance of an experienced reliable rater from the Weikart Center. The training culminates in a video reliability check where participants must achieve 80% reliability in order to pass. Participants who pass will be endorsed <b>Youth/School-Age</b> PQA external assessors for 1 year. Participants who do not reach reliability during the live portion of the training will have the opportunity to take one more test at a distance, within a 3-month window, in order to pass.</p> <p>Participants who have a current reliability endorsement in the PQA that is about to expire (i.e. refreshers) may attend the 2<sup>nd</sup> full day of training to practice and take the reliability test in order to renew their endorsement.</p> <p>There is a maximum of 20 participants for this training regardless of the combination of participants who are new assessors or refreshers. Additional participants may require a second trainer.</p> <p><b>DATE: September 28<sup>th</sup> and 29<sup>th</sup>, 2016</b></p> <p><b>LOCATION:Oakland</b></p>	<p><u>Up to 15</u> participants: \$5,500 + \$300/additional participant</p> <p>External Assessor = \$5,500.00</p> <p>Training = \$5,500.00</p> <p>Travel = \$0.00 (pre-paid in previous scope)</p> <p><b>Total = \$5,500.00</b></p>														

Deliverables	Price
	Estimated Training and Technical Assistance = \$36,485.00
	Estimated Travel = \$0
	Credit for Previous Contract: - \$598.85
	<b>TOTAL Estimated Cost = \$35,886.15</b>