

Board Office Use: Legislative File Info.	
File ID Number	10-1242
Introduction Date	6-14-10
Enactment Number	10-1198
Enactment Date	6-23-10



OAKLAND UNIFIED
SCHOOL DISTRICT

every student. every classroom. every day.

Memo

To

Board of Education

From

Anthony Smith, Ph.D., Superintendent

Board Meeting Date

Subject

Professional Services Contract Amendment -

Oakland Schools Foundation, Oakland CA (contractor)
- 113/ Learning Without Limits College Preparatory Elementary School (site/department)

Action Requested

Approval by the Governing Board of the amendment to the professional services contract between Oakland Unified School District and Oakland Schools Foundation, of Oakland CA. Services to be primarily provided to 113/ Learning Without Limits College Preparatory Ele for the period of 05/01/2010 through 06/17/2010, in an amount not to exceed \$ 12,000.00.

Background

A one paragraph explanation of why an amendment is needed.

An amendment is required in order to increase the number of hours the consultant is working on site. More hours are required in order to be able to work with staff during after school hours, and model for staff. More hours are also required in order to be able to provide more outreach to parents in order to ensure positive attendance and completion of homework to support increased academic achievement.

Discussion

One paragraph summary of the amended scope of work.

Oakland Schools Foundation will provide coaching to build the capacity of teachers and staff to 1) help students learn to resolve their own conflicts in a timely and peaceful manner, 2) use charts, rhythm and song to support instruction, 3) reach out to parents in order to ensure positive attendance patterns and completion of homework, 4) honor the cultures of all students in the classroom.

Recommendation

Approval by the Governing Board of the amendment to the professional services contract between Oakland Unified School District and Oakland Schools Foundation, of Oakland CA. Services are to be primarily provided to 113/ Learning Without Limits College Preparatory for the period of 05/01/2010 through 06/17/2010, in an amount not to exceed \$ 12,000.00.

Fiscal Impact

Funding resource name (please spell out) Title I not to exceed \$ 12,000.00.

Attachments

- Contract Amendment
- Copy of original contract



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD)
and Oakland Schools Foundation (CONTRACTOR). OUSD entered into an Agreement
with CONTRACTOR for services on August 31, 2009, and the parties agree to amend that Agreement as follows:

1. **Services:** ☐ The scope of work is unchanged. ☒ The scope of work has changed.

If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

☐ Revised scope of work attached.

The CONTRACTOR agrees to provide the following amended services:

An amendment is required in order to increase the consultants contract by 250 hours. at \$48.00/hr. More hours are required in order to be able to work with staff after school hours, and model for staff. More hours are required in order to be able to provide more outreach to parents in order to ensure positive attendance and completion of homework.

2. **Terms (duration):** ☒ The term of the contract is unchanged. ☐ The term of the contract has changed.

If the term has changed: The contract term is extended by an additional _____ (days/weeks/months),
and the amended expiration date is 06/17/2010.

3. **Compensation:** ☐ The contract price is unchanged. ☒ The contract price has changed.

If the compensation has changed: The contract price is amended by

☒ Increase of \$ 12,000.00 to original contract amount

☐ Decrease of \$ _____ to original contract amount

and the new contract total is forty nine thousand seven hundred sixty and seventy-two dollars (\$ 49,760.72)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

☒ There are no previous amendments to this Agreement. ☐ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

☒ President, Board of Education
Anthony Smith, Ph.D., Superintendent

Edgar Rakestraw, Jr., Secretary
Board of Education

6/24/10
Date

CONTRACTOR

Julie Besama
Contractor Signature

Print Name, Title

4/19/2010
Date

ADMIN

Board Office Use: **Legislative File Info.**

File ID Number	<u>10-1242</u>
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EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

Summary for Board Memo and Board Agenda MUST ACCURATELY ALIGN WITH THE SCOPE OF WORK

Oakland Small Schools Foundation will provide coaching to build the capacity of teachers and staff to 1) help students learn to resolve their own conflicts in a timely and peaceful manner, 2) use charts, rhythm and song to support instruction, 3) reach out to parents in order to ensure positive attendance patterns and completion of homework, 4) honor the cultures of all students in the classroom.

SCOPE OF WORK

Contractor Name:

Oakland Small Schools Foundation will provide a maximum of 250 hours of services at a rate of \$ 48.00 per hour for a total not to exceed \$ 12,000.00. Services are anticipated to begin on 05/01/2010 and end on 06/17/2010.

1. Goals or Objectives

Describe the service(s) the contractor will provide. What is contractor expected to achieve? What are the expected outcomes?

Oakland Small Schools Foundation will provide coaching to build the capacity of teachers and staff to 1) help students learn to resolve their own conflicts in a timely and peaceful manner, 2) use charts, rhythm and song to support instruction, 3) reach out to parents in order to ensure positive attendance patterns and completion of homework, 4) honor the cultures of all students in the classroom.

2. Description of Services to be Provided

Describe the specific duties assigned or attributable to this contractor, not the department. (What objective evidence will demonstrate the consultant has provided the services.)

Oakland Small Schools Foundation will provide coaching to build the capacity of teachers and staff to 1) help students learn to resolve their own conflicts in a timely and peaceful manner, 2) use charts, rhythm and song to support instruction, 3) reach out to parents in order to ensure positive attendance patterns and completion of homework, 4) honor the cultures of all students in the classroom.

3. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please describe how this scope of work aligns with a specific action item in the SPISA.

Please select:

☒ **Action Item included in Board Approved SPISA** Action Item Number: _____

☒ **Action Item added as modification to Board Approved SPISA** – Attach appropriate paperwork, for directions see the Resource Manager List posted in the Professional Services Contract folder on the School Operations Library.

MAY 3 - 2010

PROFESSIONAL SERVICES CONTRACT

APR 30 2010

AMENDMENT ROUTING FORM

Basic Directions

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

- Contractor and OUSD contract originator reach agreement on modification to original contract.
- Contractor and OUSD contract originator complete amendment together. Please insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the Contract Amendment.
- If contract total amount has increased, OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**
- OUSD contract originator submits amendment packet for approval within two weeks of creating the requisition.

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

Attachment
Checklist

☒ Copy of original contract

☒ Contract amendment packet including Board Memo and Contract Amendment Form

☒ Revised Scope of Work – Evidence of why additional funds are needed

☐ If additional consultants will be working on site, attach agency letter verifying additional consultants have met the Fingerprinting/Background Investigation and have a negative tuberculosis status.

OUSD Staff Contact Emails about this contract should be sent to: Michelle Saavedra 879-1282 michelle.saavedra@ousd.k12.ca.us

Contractor Information

Contractor Name	Oakland <i>Schools</i> Foundation	Agency's Contact	Julie Besaha				
OUSD Vendor ID #	V053845	Title	Director of Finance Administration				
Street Address	P.O. Box 20238	City	Oakland	State	CA	Zip	94620
Telephone	(510) 534-7613	Email	julie@smallschoolsfoundation.org				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 37,760.72	Original PO Number	P1002685
Amended Amount	\$ 12,000.00	New Requisition #	R0004344 <i>appn 1/FAS</i>
New Contract Total	\$ 49,760.72		

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
3010	Title I	1134850101	5825	\$ 12,000.00
				\$
				\$

Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

1.	Site Administrator or Manager	Name	Leo Fuchs	Ext	1283	Fax	
	Site / Department	113/ Learning Without Limits College Preparatory Elementary School					
	Signature	<i>Leo Fuchs</i>		Date Approved	3/17/10		
2.	Resource Manager, if using funds managed by: <input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> School Portfolio Management <input type="checkbox"/> Complementary Learning / After School Programs						
	Signature	<i>William Humes</i>		Date Approved	5/3/10		
	Signature (if using multiple restricted resources)			Date Approved			
3.	Network or Executive Officer						
	Signature	<i>[Signature]</i>		Date Approved			
4.	Cabinet (CAO, CCA, CFO, CSO, Assist. Sup. Facilities)						
	Signature	<i>[Signature]</i>		Date Approved	6/1/10		
5.	Board of Education or State Administrator Signature on the legal contract						
Legal Required if not using standard contract		Approved		Denied - Reason		Date	
Procurement	Date Received			PO Number			

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/22/2009
PRODUCER (510) 548-8200 x307, Fax (510) 548-6145 Fidelity Insurance Service 801 Allston Way Berkeley, CA 94710 Steven Holland		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Oakland Small Schools Foundation P.O. Box 20238 Oakland CA 94620		
		INSURERS AFFORDING COVERAGE INSURER A: NIAC INSURER B: Southern Insurance Co. INSURER C: INSURER D: INSURER E:
		NAIC #

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

INSR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	200916926NPO	09/15/2009	09/15/2010	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 20,000
						PERSONAL & ADV INJURY \$ 1,000,000
		GENERAL AGGREGATE \$ 1,000,000				
		PRODUCTS - COMP/OP AGG \$ 1,000,000				
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WSI00003564701	01/01/2010	01/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		OTHER				E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate holder is named Additional Insured with respect to the insured's operations.

CERTIFICATE HOLDER

Oakland Unified School District
 1025 Second Avenue
 Oakland, CA 94606

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

Basic Directions

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

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

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years
	<input checked="" type="checkbox"/> Statement of qualifications (organization) or resume (individual consultant)
	<input checked="" type="checkbox"/> Proof of general liability insurance naming OUSD as Additionally Insured
	<input checked="" type="checkbox"/> For organizations (any consultant who has employees): Proof of workers compensation insurance

OUSD Staff Contact Emails about this contract should be sent to: Michelle Saavedra 879-1282 michelle.saavedra@ousd.k12.ca.us

Contractor Information

Contractor Name	Oakland Small Schools Foundation	Agency's Contact	Holly Babe Faust		
OUSD Vendor ID #	V053845	Title	Executive Director		
Street Address	P.O. Box 20238	City	Oakland	State	CA Zip 94620
Telephone	510-534-7613	Email	holly@smallschoolsfoundation.org		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	August 31, 2009	Date work will end	June 17, 2010	Other Expenses	none
Pay Rate Per Hour (required)	\$ 48.00	Number of Hours	787.00	Total Contract Amount	\$ 37,760.72

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Requisition Number	R0001382		Total Contract Amount	\$ 37,760.72	
Resource #	Resource Name	Org Key	Object Code	Amount	
3010	Title 1	1134850101	5825	\$ 37,760.72	
			5825	\$	
			5825	\$	

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

1.	Administrator / Manager (Originator)	Name	Leo Fuchs	Phone	510-879-1282	Fax	536-4470
	Site / Department	113/Learning Without Limits College Preparatory Elementary School					
	Signature				Date Approved		
2.	Resource Manager, if using funds managed by: <input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> School Portfolio Management <input type="checkbox"/> Complementary Learning / After School Programs						
	<input checked="" type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)						
	Signature	William Holmes			Date Approved	6/22/09	
3.	Network or Executive Officer						
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site						
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work						
4.	Signature			Date Approved			
	Cabinet (CAO, CCA, CFO, CSO, Assist. Sup. Facilities)						
	Signature			Date Approved			
5.	Superintendent, Board of Education or State Administrator Signature on the legal contract						
Legal Required if not using standard contract		Approved	Denied - Reason		Date		
Procurement	Date Received			PO Number			

Board Office Use: Legislative File Info.	
File ID Number	09-2161
Introduction Date	8/3/09
Enactment Number	09-1626
Enactment Date	8-12-09 AS



OAKLAND UNIFIED
SCHOOL DISTRICT

expect Success

every student. every classroom. every day.

Memo

To

Board of Education

From

Anthony Smith, Superintendent

Board Meeting Date

8-12-09

Subject

Professional Services Contract - Oakland Small Schools Foundation (contractor)
- 113/Learning Without Limits College Preparatory Elementary School (site/department)

Action Requested

Approval of professional services contract between Oakland Unified School District and Oakland Small Schools Foundation. Services to be primarily provided to 113/Learning Without Limits College Preparatory Elementary School for the period of August 31, 2009 through June 17, 2010.

Background

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

Oakland Small Schools Foundation will provide coaching to support Learning Without Limits in building teacher capacity to create and maintain effective learning environment that engages students and honor the assets students bring with them to school.

Discussion

One paragraph summary of the scope of work.

Oakland Small School Foundation will provide coaching to build the capacity of teachers and staff to 1) help students learn to resolve their own conflicts in a timely and peaceful manner, 2) use charts, rhythm and song to support instruction, 3) reach out to parents in order to ensure positive attendance patterns and completion of homework, 4) honor the cultures of all students in the classroom.

Recommendation

Approval of professional services contract between Oakland Unified School District and Oakland Small Schools Foundation. Services to be primarily provided to 113/Learning Without Limits College Preparatory Elementary School for the period of August 31, 2009 through June 17, 2010.

Fiscal Impact

Funding resource name (please spell out) Title 1
not to exceed \$ 37,760.72

Attachments

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Insurance Certification
- TB screening documentation
- Statement of qualifications



OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2009-2010

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

1. **Services:** The CONTRACTOR shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Terms:** CONTRACTOR shall commence work on August 31, 2009, or the day immediately following approval by the Superintendent, if total amount the CONTRACTOR has contracted with the District is below \$72,400 in the current fiscal year, or the Board of Education if total contracts exceeds \$72,400, whichever is later. The work shall be completed no later than June 17, 2010.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed thirty-seven thousand seven hundred sixty and seventy-two cents Dollars (\$ 37,760.72). 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: none

Payment for the Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 1. Individual consultants:
 - ☐ Tuberculosis Clearance – Documentation from health care provider showing negative TB status
 - ☐ Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening in current fiscal year.
 - ☐ Insurance Certificates and Endorsements – Documentation showing compliance with section 9 herein.
 2. Agencies or organizations:
 - ☒ Insurance Certificates and Endorsements – Documentation showing compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of the Agreement except: none which shall not exceed a total cost of \$ none.
6. **CONTRACTOR Qualifications / Performance of Services.**

CONTRACTOR Qualifications. CONTRACTOR 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 regulations, as they may apply.

Standard of Care. CONTRACTOR represents 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.

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:

Professional Services Contract

OUSD Representative:

Name: Leo Fuchs
Site /Dept.: 113/Learning Without Limits College Preparatory El
Address: 2035 40th Ave.
Oakland, CA
Phone: 510-879-1282

CONTRACTOR:

Name: Holly Babe Faust
Title: Executive Director
Address: P.O. Box 20238
Oakland CA 94620
Phone: 510-534-7613

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 in address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

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

1. Invoice shall include but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. In addition, invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site. This list must include the Department of Justice ATI number for each person and a statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

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

10. Insurance:

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

Check only one of the boxes below:

- ☒ The 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.
- ☐ The CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- ii. CONTRACTOR shall maintain 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 is attached. Inclusion of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
 - iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

11. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **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.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 1. **Tuberculosis Screening**
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: 

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

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

Professional Services Contract

22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to students after data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et 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 of this information.
25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by either the State Administrator, the Board of Education, and/or the Superintendent as their designee.
28. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
29. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Summary of terms and compensation:

Anticipated start date: August 31, 2009 Work shall be completed by: June 17, 2010 Total Fee: \$ 37,760.72

OAKLAND UNIFIED SCHOOL DISTRICT

- ☐ President, Board of Education
☐ State Administrator
☒ Superintendent

Eagan Rakstraw, Jr.
 Secretary
 Board of Education

Date

Date

CONTRACTOR

Holly Babe Faust
 Contractor Signature

Holly Babe Faust

Print Name, Title

Date

Executive Director

Board	Office	Use	Legislative	File	Info
File ID Number				09-2161	
Introduction Date				8/3/09	
Enactment Number				09-1626	
Enactment Date				8-12-09	

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

Summary for Board Memo and Board Agenda – Must accurately describe scope of work below.

Oakland Small School Foundation will provide coaching to build the capacity of teachers and staff to 1) help students learn to resolve their own conflicts in a timely and peaceful manner, 2) use charts, rhythm and song to support instruction, 3) reach out to parents in order to ensure positive attendance patterns and completion of homework, 4) honor the cultures of all students in the classroom.

SCOPE OF WORK

Oakland Small Schools Foundat will provide a maximum of 787.00 hours of services at a rate of \$ 48.00 per hour for a total not to exceed \$ 37,760.72. Services are anticipated to begin on August 31, 20 and end on June 17, 2010.

- 1. Description of Services to be Provided** Please provide a one or two paragraphs program description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and the planned outcome.

Oakland Small School Foundation will provide coaching to build the capacity of teachers and staff to 1) help students learn to resolve their own conflicts in a timely and peaceful manner, 2) use charts, rhythm and song to support instruction, 3) reach out to parents in order to ensure positive attendance patterns and completion of homework, 4) honor the cultures of all students in the classroom.

- 2. Strategic Alignment: School-based contracts:** Make clear how this service supports your academic goals and increases student achievement. Provide details as to program participation (Students will...) and intended outcomes (Students will be able to...) **Central office contracts:** How does this service support the overall strategic goals of your department and increase student achievement?

Oakland Small School Foundation will provide coaching to build the capacity of teachers and staff to 1) help students learn to resolve their own conflicts in a timely and peaceful manner, 2) use charts, rhythm and song to support instruction, 3) reach out to parents in order to ensure positive attendance patterns and completion of homework, 4) honor the cultures of all students in the classroom.

- 3. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

- ☐ **Action Item included in Board Approved SPSA (no additional documentation required)**

Action Item Number: _____

- ☐ **Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified" and the modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the SPSA modification was approved.
3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the SPSA modification was approved.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2009-2010

Basic Directions

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

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

1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
2. Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
4. OUSD contract originator creates the requisition.
5. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years
	<input checked="" type="checkbox"/> Statement of qualifications (organization) or resume (individual consultant)
	<input checked="" type="checkbox"/> Proof of general liability insurance naming OUSD as Additionally Insured
	<input checked="" type="checkbox"/> For organizations (any consultant who has employees): Proof of workers compensation insurance

OUSD Staff Contact Emails about this contract should be sent to: Michelle Saavedra 879-1282 michelle.saavedra@ousd.k12.ca.us

Contractor Information

Contractor Name	Oakland Small Schools Foundation	Agency's Contact	Holly Babe Faust
OUSD Vendor ID #	V053845	Title	Executive Director
Street Address	P.O. Box 20238	City	Oakland
Telephone	510-534-7613	Email	holly@smallschoolsfoundation.org
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	August 31, 2009	Date work will end	June 17, 2010	Other Expenses	none
Pay Rate Per Hour (required)	\$ 48.00	Number of Hours	787.00	Total Contract Amount	\$ 37,760.72

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Requisition Number		Total Contract Amount	\$ 37,760.72
Resource #	Resource Name	Org Key	Object Code
3010	Title 1	1134850101	5825
			5825
			5825

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

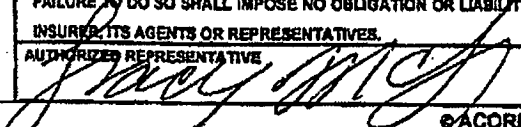
1.	Administrator / Manager (Originator)	Name	Geo Fuchs	Phone	510-579-1282	Fax	536-4470
	Site / Department	113/Learning Without Limits College Preparatory Elementary School					
	Signature					Date Approved	
2.	Resource Manager (Using funds managed by)	<input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> School Portfolio Management <input type="checkbox"/> Complementary Learning / After School Programs					
	<input checked="" type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)						
	Signature					Date Approved	6/22/09
	Signature (if using multiple restricted resources)					Date Approved	
3.	Network or Executive Officer	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work						
	Signature					Date Approved	6/3/09
4.	Cabinet (CAO, CCA, CEO, CSO, Assist. Sup. Facilities)						
	Signature					Date Approved	7/16/09
5.	Superintendent, Board of Education or State Administrator	Signature on the legal contract					
Legal Required if not using standard contract		Approved			Denied - Reason	Date	
Procurement	Date Received			PO Number			

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/15/2008												
PRODUCER (510) 548-8200 x307, Fax (510) 548-6145 Fidelity Insurance Service 801 Allston Way Berkeley, CA 94710 Steven Holland		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Oakland Small Schools Foundation P.O. Box 20238 Oakland CA 94620		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: NIAC</td> <td></td> </tr> <tr> <td>INSURER B: Endurance Workers' Comp.</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: NIAC		INSURER B: Endurance Workers' Comp.		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
INSURER A: NIAC														
INSURER B: Endurance Workers' Comp.														
INSURER C:														
INSURER D:														
INSURER E:														

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

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																												
A	X	GENERAL LIABILITY	200816926ANPO	09/15/2008	09/15/2009	EACH OCCURRENCE \$ 1,000,000																												
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000																												
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000																												
						PERSONAL & ADV INJURY \$ 1,000,000																												
						GENERAL AGGREGATE \$ 1,000,000																												
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COM/OP AGG \$ 1,000,000																												
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC																																
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$																												
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$																												
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$																												
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$																												
		<input type="checkbox"/> HIRED AUTOS																																
		<input type="checkbox"/> NON-OWNED AUTOS																																
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$																												
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$																												
						AUTO ONLY: AGG \$																												
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$																												
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$																												
						\$																												
		DEDUCTIBLE				\$																												
		RETENTION \$				\$																												
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WEN003564702	01/01/2009	01/01/2010	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">Y</td> <td style="width: 15%;">WC STATIL TORY LIMITS</td> <td style="width: 10%;">OTH-ER</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td>\$</td> <td>1,000,000</td> <td></td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td>\$</td> <td>1,000,000</td> <td></td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td>\$</td> <td>1,000,000</td> <td></td> </tr> </table>	Y	WC STATIL TORY LIMITS	OTH-ER						E.L. EACH ACCIDENT			\$	1,000,000			E.L. DISEASE - EA EMPLOYEE			\$	1,000,000			E.L. DISEASE - POLICY LIMIT			\$	1,000,000	
Y	WC STATIL TORY LIMITS	OTH-ER																																
	E.L. EACH ACCIDENT			\$	1,000,000																													
	E.L. DISEASE - EA EMPLOYEE			\$	1,000,000																													
	E.L. DISEASE - POLICY LIMIT			\$	1,000,000																													
		OTHER																																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate holder is named Additional Insured with respect to the insured's operations.

CERTIFICATE HOLDER Oakland Unified School District 1025 Second Avenue Oakland, CA 94606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ABOUT *the* OAKLAND SMALL SCHOOLS FOUNDATION

The Oakland Small Schools Foundation (OSSF) is dedicated to promoting excellence in Oakland's public schools so that all our students have the opportunity to achieve. OSSF is the only organization focused on securing and managing resources and providing expert operational and fundraising services for those Oakland small schools that serve primarily low-income students.



OSSF was founded in 2003 by a local group of business and school leaders to provide a vehicle for raising funds for public school programs. Since then, OSSF has developed capacity-building, fundraising, marketing, and administrative services for new small schools to support their dramatic growth, essential needs, and many ambitious programs. OSSF now provides 38 schools with basic services, and 27 of these schools are enrolled in OSSF's Customized Fund Development Services.

SERVICES

Developing Resources for Schools

Strategic fundraising plans, Individual giving campaigns, Grants management, Partnership brokering, Events management, Human resources services, Assistance with parent involvement strategies, Collaborative programming

Supporting School Operations

Donation and invoice processing, Strategic financial management, Evaluation and performance management coaching, Infrastructure development, Professional development workshops for school leaders, Vendor management, Graduate student residency program

School Marketing

Websites and printed collateral to recruit students, attract funding, and build partnerships, Language translation, Photography, Site-visit hosting and support to build community relations

"The Oakland Small Schools Foundation provides unique and critical services to the small schools of Oakland. OSSF's strategic fundraising and partnership brokering, operational coaching, and marketing services are instrumental in the sustainability of these schools."

Lillian Cordova-Lopez

Leader, Oakland Community Organizations, and Wells Fargo Community Support Programs

BOARD OF DIRECTORS

Jonathan Klein
President

Vanessa Coleman
Secretary

David Montes de Oca
Member-At-Large

Lillian Cordova-Lopez
Member-At-Large

Samir Bolar
Board Fellow

Robert F. Kidd
Treasurer

Brendan Cullen
Member-At-Large

Robyn Gould
Member-At-Large

Brian Rogers
Member-At-Large

Jeric Huang
Board Fellow



Oakland Small Schools Foundation
Holly Babe Faust, Executive Director
P.O. Box 20238 · Oakland, CA 94620-0238 · 510-534-7613
www.smallschoolsfoundation.org
info@smallschoolsfoundation.org



Fund Development Menu of Services 2008-2009

S C H O O L					F U N D				
<input type="checkbox"/> Process donations and issue thank you letters to donors <input type="checkbox"/> Manage accounts and deliver monthly reports <input type="checkbox"/> Pay invoices for contractor services <input type="checkbox"/> Pay reimbursements <input type="checkbox"/> Manage contractor paperwork (contracts, W-9's, lb clearance and fingerprinting) as necessary					<input type="checkbox"/> Manage donor and partner data base <input type="checkbox"/> Maintain webpage on OSSF site <input type="checkbox"/> Audit school based on Rubrics of Excellence performance tool <input type="checkbox"/> Summer Institute workshop invitation <input type="checkbox"/> All apply				
R E S O U					R C E S				
Individual Giving Campaign <input type="checkbox"/> Develop plan with goals for donors and annual earning with benchmarks, timeline, number of events and/or annual mailed donor appeal, email list development, and fundraising leadership committee <input type="checkbox"/> Collect school's contacts and build mailing list <input type="checkbox"/> Enter contact list into database <input type="checkbox"/> Maintain donor contacts <input type="checkbox"/> Manage school mailing(s) <input type="checkbox"/> Cultivate major donors <input type="checkbox"/> Develop giving circles <input type="checkbox"/> Design and print custom donation/remittance and #10 envelopes <input type="checkbox"/> Design donor recognition campaigns Development Team Coaching <input type="checkbox"/> Create and manage Development Team Strategic Plan <input type="checkbox"/> Create staffing structure and template roles and responsibilities <input type="checkbox"/> Manage team activity calendar Grants Management As the fiscal sponsor for all school grants, OSSF requires schools to participate in grants management according to the Grants Agreement policies. <input type="checkbox"/> Prospect list of suitable foundations/grant opportunities and provide updates <input type="checkbox"/> Create and maintain funding calendar <input type="checkbox"/> Solicit foundations with phone calls and LOI's <input type="checkbox"/> Develop boilerplate language regarding school history, need, demographics, recent achievements, and outcomes <input type="checkbox"/> Produce project budget and organizational budget for external audience <input type="checkbox"/> Write, edit, and package grant proposal and manage follow up <input type="checkbox"/> Write collaborative and multi-school program grants <input type="checkbox"/> Provide program monitoring to ensure grant compliance and outcomes <input type="checkbox"/> Provide assessments and data coaching, required to meet grant outcomes <input type="checkbox"/> Write, edit grant reports and develop financial reports <input type="checkbox"/> Develop boilerplate letters targeted at corporate giving and sponsorship requests					Event Planning <input type="checkbox"/> Host a school site visit <input type="checkbox"/> Coach Development Team on effective site visit production <input type="checkbox"/> Utilize checklist of best practices and strategies for site visits <input type="checkbox"/> Develop event plan and execute for specific fundraiser or house party <input type="checkbox"/> Manage relationship with event planner consultant <input type="checkbox"/> Assist with expos or other school events where donor community invited <input type="checkbox"/> Provide OSSF <i>BadAss Guide to House Parties and Small Events</i> Fundraising Portfolio <input type="checkbox"/> Provide strategic portfolio planning Resources Coaching <input type="checkbox"/> Provide principal development coaching <input type="checkbox"/> Coach principal in parent engagement strategies <input type="checkbox"/> Coach principal on successful delegation techniques and strategies <input type="checkbox"/> Coach principal in developing partnerships <ul style="list-style-type: none"> o Coach principal and team on why and where partnerships are needed o Engage Dev Team in partnership development o Identify partner needs <input type="checkbox"/> Coach principal in on staffing structure and training needs <ul style="list-style-type: none"> o Operations support o Coach Admin on training resources o Coach principal on faculty options for grade-level and cross-grade collaboration o Work with principal to assess options on teacher leadership opportunities o Assess financial opportunities for supporting staff retention (stipends) o Refer principal to teacher leadership development resources 				
					Partnerships with Outside Organizations <input type="checkbox"/> Provide list of potential partners <input type="checkbox"/> Network for partnerships				



Fund Development Menu of Services 2008-2009

S C H O O L F U N D	
<ul style="list-style-type: none"> <input type="checkbox"/> Process donations and issue thank you letters to donors <input type="checkbox"/> Manage accounts and deliver monthly reports <input type="checkbox"/> Pay invoices for contractor services <input type="checkbox"/> Pay reimbursements <input type="checkbox"/> Manage contractor paperwork (contracts, W-9's, lb clearance and fingerprinting) as necessary 	<ul style="list-style-type: none"> <input type="checkbox"/> Manage donor and partner data base <input type="checkbox"/> Maintain webpage on OSSF site <input type="checkbox"/> Audit school based on Rubrics of Excellence performance tool <input type="checkbox"/> Summer Institute workshop invitation <input type="checkbox"/> All apply
R E S O U R C E S	
<p>Individual Giving Campaign</p> <ul style="list-style-type: none"> <input type="checkbox"/> Develop plan with goals for donors and annual earning with benchmarks, timeline, number of events and/or annual mailed donor appeal, email list development, and fundraising leadership committee <input type="checkbox"/> Collect school's contacts and build mailing list <input type="checkbox"/> Enter contact list into database <input type="checkbox"/> Maintain donor contacts <input type="checkbox"/> Manage school mailing(s) <input type="checkbox"/> Cultivate major donors <input type="checkbox"/> Develop giving circles <input type="checkbox"/> Design and print custom donation/remittance and #10 envelopes <input type="checkbox"/> Design donor recognition campaigns <p>Development Team Coaching</p> <ul style="list-style-type: none"> <input type="checkbox"/> Create and manage Development Team Strategic Plan <input type="checkbox"/> Create staffing structure and template roles and responsibilities <input type="checkbox"/> Manage team activity calendar <p>Grants Management</p> <p>As the fiscal sponsor for all school grants, OSSF requires schools to participate in grants management according to the Grants Agreement policies.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Prospect list of suitable foundations/grant opportunities and provide updates <input type="checkbox"/> Create and maintain funding calendar <input type="checkbox"/> Solicit foundations with phone calls and LOI's <input type="checkbox"/> Develop boilerplate language regarding school history, need, demographics, recent achievements, and outcomes <input type="checkbox"/> Produce project budget and organizational budget for external audience <input type="checkbox"/> Write, edit, and package grant proposal and manage follow up <input type="checkbox"/> Write collaborative and multi-school program grants <input type="checkbox"/> Provide program monitoring to ensure grant compliance and outcomes <input type="checkbox"/> Provide assessments and data coaching, required to meet grant outcomes <input type="checkbox"/> Write, edit grant reports and develop financial reports <input type="checkbox"/> Develop boilerplate letters targeted at corporate giving and sponsorship requests 	<p>Event Planning</p> <ul style="list-style-type: none"> <input type="checkbox"/> Host a school site visit <input type="checkbox"/> Coach Development Team on effective site visit production <input type="checkbox"/> Utilize checklist of best practices and strategies for site visits <input type="checkbox"/> Develop event plan and execute for specific fundraiser or house party <input type="checkbox"/> Manage relationship with event planner consultant <input type="checkbox"/> Assist with expos or other school events where donor community invited <input type="checkbox"/> Provide OSSF <i>BadAss Guide to House Parties and Small Events</i> <p>Fundraising Portfolio</p> <ul style="list-style-type: none"> <input type="checkbox"/> Provide strategic portfolio planning <p>Resources Coaching</p> <ul style="list-style-type: none"> <input type="checkbox"/> Provide principal development coaching <input type="checkbox"/> Coach principal in parent engagement strategies <input type="checkbox"/> Coach principal on successful delegation techniques and strategies <input type="checkbox"/> Coach principal in developing partnerships <ul style="list-style-type: none"> <input type="checkbox"/> Coach principal and team on why and where partnerships are needed <input type="checkbox"/> Engage Dev Team in partnership development <input type="checkbox"/> Identify partner needs <input type="checkbox"/> Coach principal in on staffing structure and training needs <ul style="list-style-type: none"> <input type="checkbox"/> Operations support <input type="checkbox"/> Coach Admin on training resources <input type="checkbox"/> Coach principal on faculty options for grade-level and cross-grade collaboration <input type="checkbox"/> Work with principal to assess options on teacher leadership opportunities <input type="checkbox"/> Assess financial opportunities for supporting staff retention (stipends) <input type="checkbox"/> Refer principal to teacher leadership development resources <p>Partnerships with Outside Organizations</p> <ul style="list-style-type: none"> <input type="checkbox"/> Provide list of potential partners <input type="checkbox"/> Network for partnerships