Board Office Use: Le	gislative File Info.
File ID Number	15-0084
Introduction Date	2-11-15
Enactment Number	15-19225
Enactment Date	2/11/18 8/



Memo		
То	Board of Education	
From	Antwan Wilson, Superintendent	
Board Meeting Date (To be completed by Procurement)	11/15	
Subject	Professional Services Contract Amendment No. 1	
	Berkeley Geo Research Group	
	Research, Assessment and Data (RAD)	(site/department)
Action Requested	Ratification by the Board of Education of Amendment No. Professional Services Contract between Oakland Unified Se Berkeley Geo Research Group Se primarily provided to Research, Assessment and Data (RAD) the period of through	chool District and ervices to be
Background A one paragraph explanation of why an amendment is needed.	Berkeley Geo Research Group is conducting spatial analysis and mapping of data a community schools and OUSD charter schools for the Strategic Regional Analysis (Segan in late October, and extends the scope of GIS work beyond the original contra	SRA). This SRA work
Discussion One paragraph summary of the amended scope of work.	Support on Strategic Regional Analysis (SRA) project including: 1. Project planning: and coordination regions boundary study; 2. Data collection: Geocoding (Oakland de enroilment and demographics 2005-2014, enrollment projections, environmental and applications and assignments, program location, housing and urban development pl Data analysis: capture rate, options feeder patterns analysis, environmental factors sites, alternative Ed/Magnets school site placement, Live/Go pattern analysis, transi 4. Synthesizing and reporting: design & administer SRA Web Map Center site, repor and final SRA report coordination	emographics, student d safety statistics, options ans, and Live/Go data; 3. analysis of charter school tion pattern analysis; and
Recommendation	Ratification by the Board of Education of Amendment No. Professional Services Contract between Oakland Unified So Berkeley Geo Research Group . Se primarily provided to Research, Assessment and Data (RAD) the period of 08/25/2014 through 6/30/2015 .	
Fiscal Impact	Funding resource name (please spell out) General Purpose Fund	2.00
Attachments	 not to exceed \$81,600 Contract Amendment Copy of original contract and any prior amendment 	

Board Office Use: Leg	islative File Info.
File ID Number	15-0084
Introduction Date	2-11-15
Enactment Number	15-0225
Enactment Date	2/11/15 25



OAKLAND UNIFIED SCHOOL DISTRICT Community Schools, Thriving Students

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and

Berkeley Geo Research Group

(CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on <u>08/25/2014</u>, and the parties agree to amend that Agreement as follows:

1.	Services: The scope of work is <u>unchanged</u> . The scope of work has <u>changed</u> .
	If the scope of work has changed: Provide brief description of revised scope of work including measurable description expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
	Revised scope of work attached. OR The CONTRACTOR agrees to provide the following amended services:
2.	Terms (duration): Image: The term of the contract is <u>unchanged</u> . If the term has changed: The contract term is extended by an additional (days/weeks/months and the amended expiration date is 6/30/2015
3.	Compensation: The contract price is <u>unchanged</u> . The contract price has <u>changed</u> .
	If the compensation has changed: The contract price is amended by
	Increase of \$21,600.00 to original contract amount
	Decrease of \$ to original contract amount
	and the new contract total is eighty-one thousand six hundred dollars (\$ 81,600.00)
4.	Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and full force and effect as originally stated.

5. Amendment History:

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

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

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

CONTRACTOR

OAKLAND UNIFIED SCHOOL DISTRICT Date

Contract No.

President, Board of Education Superintendent

Chief of Deputy Chief

Secretary, Board of Education

Date

Judell Radke, Mapping Analytics Specialist. Contractor Signa Print Name, Title

P.O. No.

Rev. 9/17/14

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

See attachment

`**.**

1. Project Planning	Hours	Cost
SRA Workgroup Meetings & Coordination	32	\$1,920
Regions boundary study	28	\$1,680
2. Data Collection: Geocoding	12	\$720
Oakland demographics	16	\$960
Student enrollment and demographics, 2005-2014	12	\$720
Enrollment projections	16	\$960
Environmental and safety statistics	24	\$1,440
Options applications and assignments	12	\$720
Program location	8	\$480
Housing and urban development plans	16	\$960
Live/Go data	4	\$240
3. Data analysis: Spatial Analysis		
Capture rates	24	\$1,440
Options feeder patterns analysis	32	\$1,920
Environmental factors analysis of charter school sites	16	\$960
Alternative Ed/Magnet school site placement	12	\$720
Live/Go pattern analysis	24	\$1,440
Transition pattern analysis	24	\$1,440
4. Synthesizing and Reporting		
Design & administer SRA Web Map Center site	16	\$960
Report maps and visualizations	16	\$960
Final SRA report coordination	16	\$96
TOTAL SRA RAD/GIS SCOPE OF WORK	360	\$21,600

Amendment to Professional Services Contract

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

The expected outcomes from the services of this contract include a set of regional analyses and maps that will inform district decisions related to increasing access to quality schools in every region of Oakland. This will, in turn, support more Oakland children graduating from high school, and will inform program placement to support meaningful internships and access to health services.

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

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

Prepare students for success in college and careers

- Safe, healthy and supportive schools
- Accountable for quality
- Full service community district
- Alignment with Community School Strategic Site Plan CSSSP (required if using State or Federal Funds): Please select:

Action Item included in Board Approved CSSSP (no additional documentation required) – Item Number:

- Action Item added as modification to Board Approved CSSSP Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 - a. 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.
 - b. Meeting announcement for meeting in which the CSSSP modification was approved.
 - c. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 - d. Sign-in sheet for meeting in which the CSSSP modification was approved.

Checklist

AMENDMENT ROUTING FORM 2014-2015 PROFESSIONAL SERVICES CONTRACT AMENDMENT NO.¹



Directions

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

- 1. Contractor and OUSD contract originator reach agreement on modification to original scope of work and compensation.
- 2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- 3. If contract total amount has increased, the scope of work must change. OUSD contract originator creates new requisition with the original PO number referenced in the item description.

4. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

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

- Attachment
- Contract amendment packet including Board Memo and Amendment Form
 Amended Scope of Work (Be specific as to what additional work is being done by this consultant.)

Board approved copy of the original contract and any prior Amendments.

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

	Cor	ntractor Inform	ation					
Contractor Name	Berkeley Geo Research Group	Agenc		Susan Lind	dell Radke			
OUSD Vendor ID #	V059445	Title		Mapping A	nalytics Sp	ecialist		
Street Address	51 Crestview Drive	City	Oakland		State	CA	Zip	94563
Telephone	925-788-0322	Email (required	sira	dke@gmail	.com			

Compensation and Terms – Must be within the OUSD Billing Guidelines							
Original Contract Amount	\$ 60,000.00	Original PO #	P1501059	New Requisition #	R0152655		
Amended Amount	\$ 21,600.00	Start Date	08/25/2014	End Date	6/30/2015		
New Total Contract Amount	\$ 81,600.00	Pay Rate Per Hour	\$ 60.00	# of Hours	360.00		

esource #	Resource Name	Org Key	Object Code	Amount
0000	GP	9481110201	5825	\$ 21,600.00
			5825	
			5825	

Approval and Routing (in order of approval steps)

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

	Administra	ator / Manager (Originator)	Name	Jean 4	ling	Ph	one	(510) 33	6-7549	
1.	Site/Depart	ment (Name & #) Research, Ass	sessment an	d Data (948)	Research, Ass	sessm Fax	x 5	510-531-6539	1	
	Signature	From any				Date App	roved	12/18/12	2014	
	Resource	Manager, if using funds managed	d by: 🔲 State a	nd Federal Qu	ality, Community, S	chool Develo	pment	Family, Schools	, and Communi	ty Partnerships
2.	Scope o	f work indicates compliant use	s in alignment w	ith school	site plan	(CSSSP)				
Ζ.	Signature Signature (if using multiple restricted resources)					Date Approved				
						Date Approved				
2	Network Superintendent/Deputy Network Superintendent									
3.	Signature					Date Approved				
	Chiefs / De	eputy Chlefs Consultant Age	regate Un	der 🗌 Over \$84,	100					
4.	Services described in the scope of work align with needs of department or school site									
	Consultant is qualified to provide services described in the scope of work							-	nlie	-
	Signature		Date App	roved	1//	3/10)			
5.	5. Superintendent, Board of Education Signature on the legal contract									
Lega	al Required	if not using standard contract	Appro	oved	Denie Reas	-	~		Date	
Proc	curement	Date Received			PON	umber	P	1.5010	159	

THIS FORM IS NOT A CONTRACT

Board Office Use: Le	gislative File Info.
File ID Number	14-1886
Introduction Date	10-22-14
Enactment Number	14-1811
Enactment Date	10/22/14 08



Memo	
То	Board of Education
From	Antwan Wilson, Superintendent
Board Meeting Date (To be completed by Procurement)	10/22/14
Subject	Professional Services Contract - Berkeley Geo Research Group
	- Research, Assessment and Data (site/department)
Action Requested	Ratification of professional services contract between Oakland Unified School District and Berkeley Geo Research Group Services to be primarily provided to <u>Research</u> . Assessment and Data for the period of <u>08/25/2014</u> through <u>06/30/2015</u>
Background A one paragraph explanation of why the consultant's services are needed.	As OUSD expands data sources and the use of data to create place-based analysis of inequity without our city and school system, we increasingly need expertise in GIS mapping of data across our schools and neighborhoods. Consultant will provide maps that reveal equity and inequity, and enable our school district to make strategic decisions in the allocation of increasingly scarce resources to students, schools, and communities where the need is greatest. Maps also provide a vehicle for best practices and supporting conditions for successfully educating all students in our district.
Discussion One paragraph summary of the scope of work.	Research, design and support District geoprocessing data and analysis needs; geocode location District facilities and large student databases into geodatabases ready for mapping and spatial analysis; perform spatial analysis of facilities and student data to study district wide and regional patterns of enrollment, attendance and mobility; build and maintain updated geographic attendance area boundary data; develop and maintain updated server-based web map center to support District online mapping needs; support Student Assignment Office Options process geodata needs; intergrate State and Federal DOE place-based analytical paradigms into District data framework; and present geographic information in workshop and focus group meetings to support education statistics and analysis.
Recommendation	Ratification of professional services contract between Oakland Unified School District and Berkeley Geo Research Group
	be primarily provided to Research, Assessment and Data
	for the period of 08/25/2014 through 06/30/2015 .
Fiscal Impact	Funding resource name (please spell out) not to exceed \$ 60,000.00
	NOL LO EXCEEL 4 00,000.00
Attachments	 Professional Services Contract including scope of work
	 Fingerprint/Background Check Certification
	Insurance Certification
	TB screening documentation
	 Statement of qualifications

Board Office Use: Legi	islative File Info.
File ID Number	14-1986
Introduction Date	10-22-14
Enactment Number	14-1811
Enactment Date	10/22/14 02



PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Berkeley Geo Research Group

(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 <u>08/25/2014</u>, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below <u>\$64,100</u> in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed <u>\$64,100</u>, whichever is later. The work shall be completed no later than 06/30/2015
- Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed <u>sixty thousands</u>

Dollars (\$60,000.00) [per fiscal year], at an hourly billing rate not to exceed \$60.00 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses included by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows:

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

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

4. Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this

& ananmont	awaant.
Agreement	except _

which shall not exceed a total cost of _____

5. CONTRACTOR Qualifications / Performance of Services.

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

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.

- 6. Invoicing: Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- 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:

Rev. 6/2/2014 v1

Requisition No. R0150815

P.O. No.

ofessional Services Contract								
OUSD Representative: Name: Jean Wing	CONTRACTOR: Name: Susan Lindell Radke							
Site /Dept.: Research, Assessment and Data	Title: Contract Demographer							
Address: 4551 Steele Street, Main building	Address: 51 Crestview Drive							
Oaldand, CA 94619	Orinda CA 9							
Phone: 510-336-7549	Phone: 925-788-0322							
Email: jean.wing@ousd.k12.ca.us	Email: stradke@gmail.com							

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:
 - 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 Doltars (\$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.
- Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 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.

- 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.
- 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.
- Conduct of CONTRACTOR: By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will
 provide OUSD with evidence of staff qualifications, which include:
 - Tuberculosis Screening: CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 - 2. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

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

- 19. No Rights in Third Parties: This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 20. OUSD's Evaluation of CONTRACTOR and CONTRACTOR'S Employees and/or Subcontractors. OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 - Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
- 21. Limitation of OUSD Liability: Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 22. Confidentiality: CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

access to 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

3 Superinten

Ty. Beard of Education

CONTRACTOR lade Lak dit 14

Contractor Signatu

Susam Limdell Radke

Contract Demographer

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Form approved by OUSD General Counsel for 2014-15 FY

File D Number: 17-Introduction Date: 10 Enactment Number: 14-Enactment Date: 101 BY OA

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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.

Scope of work is attached

Page 5 of 6

OUSD Mapping Support Proposed Budget: August 2014 - June 2015

Susan Lindell Radke/Berkeley Geo Research Group

HKHO Opportunity Mapping Year 3 Development Proposal:	Hours	Cost
Update Years 0-2 Foundational 10 Indicator map layers	100	
Develop/program Year 3 indicator map layers	150	
Develop/program web map interface, query and security controls for Internal/public access to district data	120	
Cloud development and testing	100	
Documentation and support development	80	
Subtotal: HKHO Opportunity Mapping Year 3 Development	550	
Live/Go data analysis and mapping	60	
Parent Guide Maps programming and production	40	
Public/Charter enrollment data mapping	20	
Schoolzilla mapping development/support	50	
School and youth program outreach	20	
Ad hoc map data requests	50	
Subtotal: Ongoing RAD/QCSD Mapping Data Requests	240	
Map Center Migration Development and Support:		
Planning/research	30	
RFI/RFP for contractors	20	
Review period of viable options	20	
Schedule demonstrations of prototypes	20	
Decision on new system	40	
Implementation - Configuration, Testing, Verification	80	
Subtotal: Map Center Migration Development and Support	210	
TOTAL HOURS	1,000	

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

Translate Foundational 10 GIS data layers to web-based Opportunity Mapping platform Build server platform to host Opportunity Mapping application Update Foundational 10 map layers to 2014-2015 data

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

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

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

 Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds): Please select:

Action Item included in Board Approved CSSSP (no additional documentation required) – Item Number:_

- Action Item added as modification to Board Approved CSSSP Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 - Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 - 2. Meeting announcement for meeting in which the CSSSP modification was approved.
 - 3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 - 4. Sign-in sheet for meeting in which the CSSSP modification was approved.

CURRICULUM VITAE

Susan Lindell Radke

slradke@gmail.com

51 Crestview Drive	
Orinda, CA 94563	925-788-0322

Professional Experience:

November 2009 - June 2014

GIS/Mapping Analytics Specialist, Oakland Unified School District, Quality, Accountability & Analytics (QAA), Oakland, California. Responsibilities include:

- Overseeing research design and support of all District geoprocessing data and analysis needs;
- Geocoding location of District facilities and large student databases into geodatabases ready for mapping and spatial analysis;
- Performing spatial analysis of facilities and student data to study district wide and regional patterns of enrollment, attendance and mobility;
- · Building and maintaining geographic attendance area boundary data;
- Analyzing geographic implications of proposed school closure and transformation on student enrollment and mobility patterns;
- Mining, extracting and integrating Census demographic data with student, community and county data;
- Integrating PDF map products and live web maps into static reports and published web dashboards;
- Continuing design and development of online Opportunity Mapping application; and explore integration into District decision making work flows;
- Developing and maintaining updated server-based web map center to support District online mapping needs;
- Integrating State and Federal Department of Education place-based analytical paradigms into District data framework;
- Presenting geographic information in workshop and focus group meetings to support education statistics and analysis.

1991-Present

- Principle author, Enabling Comprehensive Situational Awareness, ESRI Press, 2013 (ISBN: 9781589483064)
- Technical Writer, ESRI Press, Solution Pattern Series:
 - o ArcPipeline Transmission
 - ArcElectric Enterprise GIS for Electric Distribution Utilities
- Principal author, Getting to Know ArcGIS, Third Edition, ESRI Press, publication postponed, 2010 (ISBN-10: 1589482166)
- Principal author, GIS Tutorial for Homeland Security, ESRI Press, 2008 (ISBN-10: 1589481887)
- Principal author and developer of GEODESY & SPACESTARS GIS curriculum and training materials:
 - o Intro to GIS/RS Tools and Processes
 - o Advanced Tools in GIS
 - Intro to Extended Tools in Remote Sensing

- Extended Tools in Surface Analysis
- Extended Tools in 3D Visualization
- Extended Tools in Routing analysis
- Creating a Campus Model
- Geospatial Applications Projects (Agriculture)
- Geospatial Applications Projects (Public Safety)
- Geospatial Applications Projects (Business and Marketing)
- GIS in Economic Development
- o GIS in Homeland Security
- o GIS in Law Enforcement

2008-2009

Adjunct Professor, *Lake Superior State University*, Sault Ste Marie, Michigan. Division of Chemistry and Environmental Science, Geology & Physics. Spring semester: Introduction to GIS and GPS.

1991-1994

Database Analyst, Pacific Meridian Resources, Emeryville, California

- Design, development, implementation and maintenance of project management and business administration system
- Project database support.

Education:

Master of Arts, 1982 Geography University of British Columbia Vancouver, British Columbia, Canada Bachelor of Arts, 1980 Geography McGill University Montreal, Quebec, Canada

Technical Proficiencies:

- ESRI ArcGIS (ArcMap, ArcCatalog, ArcEditor, ArcGlobe, ArcScene, ArcExplorer, Spatial Analyst, 3D, Network Analyst, ModelBuilder, ArcServer), Python, ArcGIS Online
- Microsoft Word, Excel, Powerpoint, Access, Publisher, Outlook
- Collaborative apps: Sharepoint, Groove, Skype, FaceTime, Doodle
- Social media: Facebook, Twitter, Instagram, LinkedIn
- Adobe Acrobat Reader & Writer
- Full range of multimedia products in Mac and PC desktop environments, and online applications.

Grant Awards:

- NASA Commercial Remote Sensing Program EOCAP '94 Grant
- GEODESY: Geographic Education An Educational Series for Youth • FGDC'97 USGS CCAP Program Grant
 - Integrated K-12 GIS: The Development of a Prototype Application for Building an Educational GIS Through the Integration of Project-Based Learning and Geospatial Data Management. Partnership with the San Francisco Bay Estuary Institute.

References available upon request.

POLICY NUMBER: 604793896

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

SCHEDULE*

Name Of Person Or Organization: OAKLAND UNIFIED SCHOOL DIST ATTN: RISK MANAGEMENT

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph C. Who Is An Insured in the Businessowners Liability Coverage Form:

 Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations or premises owned by or rented to you.

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