

Board Office Use: Legislative File Info.	
File ID Number	13-0216
Introduction Date	2/27/13
Enactment Number	13-0376
Enactment Date	2-27-13 4



Memo

To The Board of Education

From Tony Smith, Ph.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by Procurement) 2-27-13

Subject Professional Services Contract -
Be The Change Consulting, LLC Oakland CA (contractor, City State)
922/Family, School, and Community Learning Department (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Be The Change Consulting, LLC. Services to be primarily provided to 922/Family, School, and Community Learning for the period of 09/01/2012 through 08/02/2013.

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

Be The Change Consulting, LLC., will be working collaboratively with the OUSD Math Department and the After School Programs Office to create 1st grade after school math curriculum as well as facilitate a monthly After School Math Learning Community for 12 participating elementary after school programs. The developed curriculum will be available without cost to the OUSD Math Department and any and all after school programs working in partnership with the OUSD After School Programs Office. The funding for this project is provided by a grant from the S.D. Bechtel, Jr. Foundation. This grant integrates mathematics education with students' social and emotional learning, and complements the District's Pre K-5th grade math learning cohort.

Discussion
One paragraph summary of the scope of work.

Ratification by the Board of Education of a Professional Services Contract between the District and Be The Change Consulting, LLC, for the latter to work collaboratively with OUSD Math Department and the After School Programs Office to create first grade after school math curriculum as well as facilitate a monthly After School Math Learning Community for 12 participating elementary after school programs; will provide a professional development training for the after school programs staff; the developed curriculum will be available to the Math Department and any and all after school programs working in partnership with the OUSD After School Programs Office for the period of September 1, 2012 through August 2, 2013, in an amount not to exceed \$36,500.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and Be The Change Consulting, LLC. Services to be primarily provided to 922/Family, School, and Community Learning for the period of 09/01/2012 through 08/02/2013.

Fiscal Impact Funding resource name (please spell out) Bechtel After School Math not to exceed \$ 36,500.00

- Attachments**
- Professional Services Contract including scope of work
 - Fingerprint/Background Check Certification
 - Commercial General Liability Insurance Certification
 - TB screening documentation
 - Statement of qualifications

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PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Be The Change Consulting, LLC (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 warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 09/01/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 08/02/2013.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Thirty Six Thousand Five Hundred Dollars (\$36,500.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after 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 the 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 within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 2. Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A which shall not exceed a total cost of \$ _____.
6. **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.

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:

OUSD Representative:

Name: Julia Ma
Site /Dept.: 922/Family, School, and Community Learning Depart
Address: 746 Grand Avenue
Oakland, CA 94610
Phone: (510) 273-1541

CONTRACTOR:

Name: Tanya Mayo
Title: Director of Operations
Address: 3237 Monterey Boulevard
Oakland CA 94602
Phone: (415) 722-0508

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. 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. Invoices 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. 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 when invoicing, and must include the Department of Justice ATI number for each person, and at 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. Commercial 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 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.) 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: TM

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 student 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 in writing.

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 the Board of Education, and/or the Superintendent as its 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.

31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of 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.epls.gov/epl/search.do>)

Summary of terms and compensation:

Anticipated start date: 09/01/2012 Work shall be completed by: 08/02/2013 Total Fee: \$36,500.00

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos

President, Board of Education

Superintendent or Designee

Secretary, Board of Education

2-12-2012
Date

Date

CONTRACTOR

[Signature]
Contractor Signature

Tanya Mayo
Print Name, Title

1/23/13
Date

Director of Operations

Certified:

[Signature]
Edgar Rakestraw, Jr., Secretary
Board of Education

2/28/13

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By: [Signature]

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 scope of work below.

Ratification by the Board of Education of a Professional Services Contract between the District and Be The Change Consulting, LLC, for the latter to work collaboratively with OUSD Math Department and the After School Programs Office to create first grade after school math curriculum as well as facilitate a monthly After School Math Learning Community for 12 participating elementary after school programs; will provide a professional development training for the after school programs staff; the developed curriculum will be available to the Math Department and any and all after school programs working in partnership with the OUSD After School Programs Office for the period of September 1, 2012 through August 2, 2013, in an amount not to exceed \$36,500.00.

SCOPE OF WORK

Be The Change Consulting, LLC will provide a maximum of 365.00 hours of services at a rate of \$ 100.00 per hour for a total not to exceed \$36,500.00. Services are anticipated to begin on 09/01/2012 and end on 08/02/2013.

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.

Be The Change Consulting, LLC, will work collaboratively with OUSD Math Department and OUSD After School Programs Office to create 1st grade after school math curriculum as well as facilitate a monthly After School Math Learning Community for 12 participating elementary after school programs (Ascend, Bridges, Brookfield, Greenleaf, Horace Mann, International Community School, Lafayette, Markham, Parker, RISE, Manzanita SEED, and Sequoia). The developed curriculum will be available without cost to the OUSD Math Department and any and all after school programs working in partnership with the OUSD After School Programs Office.

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.

This provides school-day aligned first grade math lessons to be implemented in 12 elementary after school programs and integrates mathematics education with students' social and emotional learning, and complements the District's PreK-5th grade math learning cohort. This math project enhances the academic enrichment programming to contribute to sustained student achievement and academic standards.

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

- Ensure a high quality instructional core
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

4. 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", 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.
-

**THRIVING MATHEMATICIANS In AFTERSCHOOL
IMPROVING EARLY CHILDHOOD AND ELEMENTARY MATHEMATICS
THROUGH A COHORT STRUCTURE**

Oakland Unified School District's (OUSD) 5 year Strategic Plan *Community Schools, Thriving Students* is an ambitious blueprint that addresses students' needs through the reform of full-service community school. This model, based on the premise that improved academic achievement is inextricably linked with youth development and family and community well-being, further recognizes that student learning extends well beyond the core instructional day. OUSD Mathematics Department's proposal, *P-5 Elementary Mathematics Inquiry Cohort*, includes a ground breaking plan to integrate socio-emotional learning into mathematics education in a cohesive program that aligns the instructional day with after-school. This proposal is grounded in evidenced based research that clearly demonstrates social and emotional learning promotes key academic outcomes such as greater motivation to learn and commitment to school as well as research that establishes high quality after-school programs can deepen students' school day experiences and promote the development of skills and support mastery.¹ In *Thriving Mathematicians in Afterschool*, the District's After School Programs Office details the plan to bring school-day aligned math instruction into participating afterschool programs through hands-on math activities that will promote students' number sense and provide structured opportunities to practice math problem solving skills in ways that are unique and appropriate to the afterschool environment. This proposal outlines the OUSD After School Programs Office plan to partner with OUSD Math Department, Be the Change Consulting and the District's after school CBO partners representing 12 elementary after school programs across Oakland to provide school day-aligned hands-on math activities to after school participants and intensive professional development and on-site coaching for after school staff.

Integrating socio-emotional learning into mathematics education

Historically schools have been held accountable for students' academic performance as measured through grades and test scores. While it is true that one of the primary tasks of public education is to provide robust academic instruction and support, a broader understanding of schools' responsibility has emerged in recent decades. Research from the last few decades shows that students who have participated in social and emotional learning education see improved academic attitudes and behaviors including "motivation to learn and commitment to school, increased time devoted to schoolwork and mastery of subject matter, improved attendance and graduation rates, and improved grades and test scores."²

The recognition of the importance of attending to students' social and emotional learning and particularly the five core groups of social and emotional competencies—

¹ Dryfoos, J. (2002), *Full-Service Community Schools: Creating New Institutions*.

² Background on Social and Emotional Learning(SEL) *CASEL Briefs*, December 2007.

self awareness, self management, social awareness, relationship skills, responsible decision making³—is embedded in OUSD’s Math department approach to instruction. These competencies also undergird and support the new common core standards for mathematical practice which describe varieties of expertise that mathematics educators *at all levels* should seek to develop in their students. These practices rest on important “processes and proficiencies” with longstanding importance in mathematics education.⁴

After school programs are uniquely designed to support social and emotional skills and competencies as they are designed to be “community-centered” environments which promotes and “encourages a culture of questioning, respect, and risk taking.” After school classrooms have both implicit and explicit group agreements or norms that support student learning by allowing young people to share and challenge ideas, ask questions, make mistakes, and perhaps more important to take risks.⁵ By offering standards-aligned math activities that are embedded in a context that explicitly highlights social and emotional competencies and by supporting after school staff in facilitating these activities in ways that support and reinforce social and emotional skills, we can provide Oakland students with both opportunities to practice numeracy and develop vital social and emotional skills.

Bringing Math to the Afterschool Context

Oakland’s afterschool programs managed by the OUSD’s After School Programs Office operate in 85 schools across Oakland and serve, on average, 17,500 students annually. District afterschool programs operate every day that school is in session from the end of the school day until 6pm. Oakland’s school based afterschool programs are operated by community based organization partners with an expertise in youth development. These partners deliver programs that provide students with a range of activities that fall into eight general categories: academic support (tutoring, homework support, exploratory field trips), recreation/sports (physical recreation, sports, fitness), arts/cultural (cultural music, dance, visual and performing arts), college and career (job training, technology and media programs), health and nutrition (gardening, nutrition/cooking), leadership and service (community service, leadership development), family support /involvement and “other” (gender specific programming and mentoring). The *Oakland Out-Of-School-Time Program Findings Report 2010-2011*, an external evaluation of OUSD’s after school programs conducted by Public Profit, identified that among elementary, middle and high school based participants, 41-48% of their hours on average were classified as academic support.⁶

³ <http://casel.org/why-it-matters/what-is-sel/skills-competencies/>

⁴ <http://www.corestandards.org/the-standards/mathematics/introduction/standards-for-mathematical-practice/>

⁵ National Research Council. (2005). *How Students Learn: History, Mathematics, and Science in the Classroom*. Washington, DC: The National Academies Press

⁶ <http://www.ofcy.org/assets/Uploads/Evaluation/Public-Profit-Findings-Report-9.15.2.pdf>

In recent years after school programs have become identified as an ideal space for STEM programming. The 2007 *Science in After-School: A Blueprint for Action* finds that after school programs offer the ideal setting to support co-inquiry experiences for children and youth. Many of the principles for learning identified in the National Research Council's *How Students Learn: History, Mathematics, and Science in the Classroom* can be found in any typical after school program including both the learner-centered and community-centered environment. In *Science in After-School* the authors note afterschool environments provide "strong roles for youth that encourage their participation and voice, mastering skills on individual timelines and in response to interests, mixed aged groups with the chance to mentor and tutor peers, and access to partnerships with community science resources. Intentional, coordinated approaches that give young people license to tinker and explore, get involved in pursuing their own questions, 'mess around' with a rich array of materials, over longer periods of time—can foster the kinds of engagement and skills needed to support science participation. It is time to seize the moment and act."⁷

The After School Programs Office, recognizing the value of high quality hands-on science for students as well as the appropriateness of the after school context to support co-inquiry, launched an initiative to increase science programming across its 52 elementary afterschool sites. At that time there were only a handful of afterschool programs that were offering science, mostly through expensive sub-contracts with informal science institutions. The After School Office recognized that taking science programming to scale across elementary programs would require developing the capacity of the existing afterschool workforce. Oakland's afterschool workforce provides the bulk of direct service to afterschool program participants. Oakland's afterschool workforce, like the national afterschool workforce, is made up of youth development workers who are generally part-time, part-year, hourly wage earners and are often college students⁸—mainly of whom do not have strong science backgrounds and therefore did not feel comfortable facilitating co-inquiry experiences for students.

In partnership with Techbridge and with generous funding from the Noyce Foundation, the ASP Office launched the first ever Oakland After School Science Learning Community in October 2010 which worked with a cohort of 22 elementary after school program staff to develop their capacity to facilitate hands-on science to afterschool program students. The After School Science Learning Community focused on developing high-leverage youth development practices which support co-inquiry. After school participants also received Techbridge curriculum as well as on-site coaching.

Key findings from the *Oakland After School Science Learning Community: Evaluation Findings 2010-2011*, an external evaluation by Public Profit, showed that the 22 elementary afterschool staff facilitated science activities with over 900 elementary

⁷ <http://www.greatscienceforgirls.org/files/Science-in-Afterschool.pdf>

⁸ <http://www.ofcy.org/assets/Uploads/Evaluation/Public-Profit-Findings-Report-9.15.2.pdf>

students. Youth reported on their own experiences in their science activities. At least seven in ten youth reported that “the afterschool program has made science more interesting, made them more excited about science, and made science seem more fun.”⁹ Additionally, the model of a learning community to support professional development for afterschool staff was very successful in both expanding their knowledge base and instilling confidence in delivering inquiry based informal science.

With this new partnership with OUSD Math Department, Be the Change Consulting, and our own experience bringing quality science programming into Oakland’s elementary after school programs through a learning community model coupled with onsite coaching and technical assistance as well as strong, after school-appropriate curriculum makes us confident we can execute this project successfully.

Project Description

OUSD’s After School Programs Office proposes to work with OUSD Math Department and Be the Change Consulting, a consulting firm with an established track record for shifting the climates of afterschool programs, to co-create and implement a Mathletes Elective in 12 afterschool programs. The Mathletes elective will reframe math in an exciting light, combining the idea of mathematics and athletics. The goal is to immerse participating elementary students in the dual principle that learning is a rigorous process, for mental athletes that require the persistence, determination, and practice of a well trained athlete. We will integrate principles of character education in team building exercises that are at once engaging and rigorous to reinforce the idea that our students’ educational efforts will ultimately impact their ability to make conscientious contributions to the improvement of their communities and our society. We will be able to see evidence of our youths’ progress as they begin to demonstrate those Vital Student Behaviors identified on the CCS *Looking For Standards In the Mathematics Classroom* including: students saying a second sentence (spontaneously or prompted by the teacher or another student) to explain their thinking and connect it to their first sentence; Students talking about each other’s thinking (not just their own); Student work including revisions, especially revised explanations and justifications; and Students using academic language in their explanations and discussions.¹⁰

Thriving Mathematicians in Afterschool will complement the instructional day efforts outlined in *P-5 Elementary Mathematics Inquiry Cohort* proposal by continuing a program of promising practices to develop the capacity of Oakland’s after school workers in service of increased student understanding of mathematics and problems solving. Through the *Thriving Mathematicians in Afterschool* proposal after school staff, like the school-day counter parts, will develop their understanding of:

⁹ Oakland After School Science Learning Community: Evaluation Findings 2010-2011

¹⁰ http://math.serpmedia.org/images/CCSS_math_5x8_5.pdf

- ☑ optimal mathematics outcomes for elementary students as informed by Standards
- ☑ the social and affective aspects of school environments that contribute to afterschool staff efficacy and student learning in mathematics
- ☑ core youth development practices that support optimal mathematics outcomes for students
- ☑ strategies to engage and foster student voice, discussion, and argumentation practice

Over the course of the 2012-2013 school year participating afterschool staff will attend the monthly After School Math Learning Community jointly facilitated by the District's Math Department, Be the Change and the After School Programs Office. At these learning community meetings staff will be introduced to after school math curriculum developed by OUSD Math Department and Be The Change. Additionally, these after school staff will have the unprecedented opportunity to take a "deep dive" into the math common core standards and explore how this can inform and support their youth development practice. The *Common Core Standards for Mathematical Practice* are well-suited for the afterschool context as they align almost seamlessly with youth development practices. The 8 *Standards for Mathematical Practice* includes: 1. Making sense of problems and persevering in solving them; 2. Reasoning abstractly and quantitatively; 3. Constructing viable arguments and critique the reasoning of others; 4. Modeling with mathematics; 5. Using appropriate tools strategically; 6. Attending to precision; 7. Looking for and make use of structure; 8. Looking for and express regularity in repeated reasoning.¹¹

Instituting a Growth Mindset Learning Environment

This project is an innovative stride for OUSD's afterschool programs because it incorporates a shift in academic rigor offered to students after the bell, but will also engage afterschool staff in a process to shift the learning environment of their classrooms. Carol Dweck, a Stanford psychologist and author of the book *Mindset*, explores the connection between the learning environment and student behavior, perception of intelligence, and self-esteem. Dweck has studied ways to integrate character building into classroom climate through teacher instructional processes. For example, Dweck examines the negative implications of affirming kids by telling them they're "smart" when they succeed. In one research case study students who were told they were smart were more likely to rely on their intelligence and discount the importance of effort. They worried more about keeping up the appearance of being "smart" rather than trying to learn new skills. However, if a student was told that they were doing well because they worked hard, they were more likely to take risks and try increasingly difficult problems. The group that was praised for being "smart" suddenly focused on managing the appearance of intelligence to avoid the risk of making a

¹¹ http://math.serpmedia.org/tools_5x8.html

mistake. The “smart” group quickly developed a fear of failure and did everything to avoid it. However, the other group was told that their intelligence was something to be developed through hard work and, as a result, they took increasingly greater risks in order to learn. When this group made mistakes, they worked hard to learn from them. This example illustrates the importance of a focus on the Standards for Mathematical Practice and engaging kids at all levels in critical thinking and problem solving. We feel the added presence of a fun academic elective will help shift their mindset about their own academic achievement, and create some of the extra supports needed to learn the habits of learning (organization, preparation, visual mapping, reflecting on challenges, etc).

Connecting Growth Mindset to Project-Based Activities

In this elective we will explore teaching techniques that focus on the dual concepts of reinforcing mathematical core standards with developing students mental capacity to learn, grow, and solve problems together. Through the institution of a weekly elective class, we will strive to shift students’ perspective from being intelligent towards cultivating the perseverance, determination, precision, and strategic thinking skills that breed intelligence. By thinking of these standards of practice in the larger context of how students learn, we believe we will shift how students approach not only math, but other subjects as well. The following table describes four of the Common Core standards, how they are currently explored in Be the Change Consulting’s Building Intentional Communities model in afterschool, and some examples of how they could be deepened and further defined in this Mathletes Elective.

K-12 Common Core State Standards for Mathematics	How the Building Intentional Communities Model Does This Currently	How this Could Look Like in an Afterschool Math Elective
Providing opportunities for students to make sense of problems and persevere in solving them	Students engage in team-based competitive challenge activities such as constructing a bridge with craft sticks that a toy truck can cross, or creating a protective cover for an egg, which will be dropped from a 6 foot height. At the end of the challenge students reflect on what worked, what didn’t and what they will do differently next time	Students work together to go on an “angle scavenger hunt” – working in teams with measurement tools to find examples of objects in the classroom or in nature of various angles. Students reflect on how they worked as a team in addition to where they had difficulty measuring angles, and identify strategies to improve communication and teamwork as well as to be more precise in their

		measurements in the future.
Engage students in strategies to reason abstractly and quantitatively	Students consider various professions, the lifestyle they desire, and the income level required to support these lifestyles. They then weigh the amount of educational investment required to meet these goals and the academic behaviors and study skills they need to develop today for their future success.	Students develop a classroom economy and earn Behavior Bucks for various tasks and behaviors. A classroom banker collects funds, and each student manages an excel spreadsheet with their finances. The classroom bank offers financial incentives to students who save money each week, which students calculate in their spreadsheets. Students can redeem their classroom bucks for school supplies like pencils, notebooks and erasers in a classroom store.
For students to construct viable arguments and critique the reasoning of others	Students engage in a series of debates about the qualities and responsibilities of leaders, and practice respectfully disagreeing with the ideas of others using logical reasoning, in place of emotional rationale.	Students work individually and in teams to solve logic puzzles, then engage in debate to push each other's thinking and see the problem from multiple perspectives.
To develop models using mathematics	Students are engaged in "climate analysis" and assess what causes violence in classrooms, why students bully, and where this behavior is learned	Students develop survey questions about school-based violence, and poll fellow students. Students turn their findings into graphs and charts, calculating percentages and interpreting their data.

Multi-Year Implementation Plan

As the OUSD school-day component of this project engages teachers in a new methodology to teach math, we feel strongly that the afterschool learning climate can

push on deeper levers of student motivation and self-perception of themselves as learners, problem solvers, and change agents for community betterment. While teachers are held to strict accountability standards of test scores, the afterschool arena offers a broader playing field for experimentation and application of teaching methodology that can provoke students' curiosity and excitement of seeing themselves as Mathletes- talented, hard-working problem solvers who understand the importance of building mental muscles.

This partnership between the school day and the afterschool arena will allow us to deeply embed the Common Core for mathematics practice into a fun and engaging afterschool elective series. While what the students do in the classroom can differ from what they do in afterschool, *how* they are taught, and *what principles* are reinforced will be aligned.

In the 2012-2013 school year we propose to pilot this partnership between Be the Change Consulting, OUSD Afterschool Program Office, and the OUSD Math Department. To ensure we have the pieces of our program structured correctly, we would like to introduce this cohort to 1st grade students in 12 OUSD elementary afterschool programs. 6 of these elementary schools will also be participating in the school-day math inquiry cohort. We propose to double the number of schools in the afterschool component, however, as a way to increase the number of schools, staff, and students reached. Next year, we would like to replicate this process for 2nd and 3rd graders, with a final year of program design for 4th and 5th graders.

We expect this slow scaling up process will allow us to design engaging project-based lessons, learn from implementation successes and challenges, and build a case study for academic and character development in afterschool.

Project Budget (see attached)

We foresee three aspects to this project.

Visioning, Design, Alignment

In order to be successful in this endeavor planning and design team is required to align the school day component to afterschool outcomes. While we believe flexibility in the lesson content is required in the two arenas, there must be a cohesive vision that connects the mathematics content to principles of character education and social-emotional learning, overlapping language and terminology, and common teaching strategies.

Building Motivation & Capacity of Afterschool Staff

The afterschool field is proficient at offering electives such as gardening, art, or theater. A math elective, while necessary and interesting, will require some "selling". All too many of us simply did not experience math as fun, experiential and engaging. To inspire, motivate, and invest vision into the afterschool programs participating in this

initiative we propose a 1-day Summer Kickoff Training, to ensure cohesion and commitment from the line staff who will carry out this work most directly with youth. Participating afterschool sites will also need to pay line staff to attend monthly cohort trainings and purchase additional supplies, costs that won't be allocated into their budgets for this year. Towards this end we request \$500 stipends for each afterschool program.

To ensure success in teaching the elective to students, we propose to provide a monthly training to the staff engaged in delivering this elective. In this training we will model a series of math activities, distribute lesson plans for the elective class, and practice facilitation skills. In these trainings staff will learn how to blend social-emotional learning strategies into academic content. The lesson plans offered to staff will reinforce core standards covered in the school day, to ensure students are practicing in afterschool what they have recently learned in the school day.

Evaluation

We envision the 2012-2013 school year to serve as a pilot year to test the efficacy of the Professional Learning Community to deepen students' engagement with mathematical core standards and socio-emotional learning. We will engage Public Profit, OUSD's afterschool evaluators, to support in conducting a formative evaluation of the pilot year that explores the extent to which MLC participants are able to implement high quality mathematics instruction in informal learning settings.

Public Profit is an independent consulting firm that helps public-service organizations identify, measure and manage mission-critical matters. Current projects include a comprehensive evaluation of the publicly funded after-school programs in Oakland, an evaluation of the Science Learning Community and Wellness Learning Community, and an evaluation of the Building Intentional Communities work in Oakland Unified, through their intensive coaching and monthly workshops.

The first step in the evaluation will be to finalize the evaluation plan with the Math Learning Community partners to assure the evaluation aligns with the goals of the Learning Community. Recognizing that the MLC is a new partnership, the evaluation team will conduct a formative assessment of the Math Learning Community that explores the extent to which the MLC is able to improve participants' ability to provide high quality mathematics instruction through the proposed approach.

Data sources will include observation of the two half-day planning meetings and a subset of MLC meetings, interviews and surveys with MLC participants, and a poster contest for Mathletes.¹² Public Profit will conduct key informant interviews with the

¹² Because the first cohort of students to be a part of Mathletes will be 1st grade students, Public Profit proposes a poster contest for youth to express what they've learned in Mathletes, in lieu of academic indicators which will not be available. Public Profit will then analyze the content of the posters for common themes and patterns.

Math Learning Community partners (Oakland After School Programs Office, the District Math Department, and Be the Change Consulting).

	Rate	Days	Amount	In Kind
Visioning & Alignment				
Two half-day planning retreats with school-day math inquiry team	\$1,250	1	\$1,250	
On-going coordination and design with district coordinator (4 hours/month * 8 months)	\$600	8	\$4,800	
Building Motivation & Capacity of Afterschool Staff				
Summer Math Kickoff Training (design, materials, food, facilitation)	\$2,000	1	\$2,000	
Monthly math cohort facilitation	\$1,250	8	\$10,000	
Monthly session Design and lesson plan development	\$1,250	8	\$10,000	
Lesson Plan Binder (150/participant * 24 participants)	150		\$3,600	
Training Materials (100/session)	100	8	\$800	
Food for sessions (\$500/session)	500	8	\$4,000	
Afterschool Program Stipends (\$500/site * 12 sites)	500	12	\$6,000	
Evaluation				
Public Profit			\$10,000	
In-Kind				
OUSD After School Programs Office, Program Manager .20 FTE				\$24,471
OUSD Math Department, LCI Math Specialist .10 FTE				\$7,061
SUBTOTAL				
			\$52,450	\$31,532
OUSD Indirect 4.57%				
			\$2,397	
Total				
			\$54,847	\$31,532

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Be The Change You Wish TO See In The World
- *Mahatma Gandhi*

Mission Statement

Be the Change Consulting provides high quality learning experiences for organizations to reach their creative potential.

We do this through an intentional process that connects core values to organizational outcomes, while providing research-based strategies, experiential learning techniques, and live coaching on real issues.

Our unique systems design process ensures that every session concludes with tangible outcomes and clear strategies for implementation.

We specialize in:

- Strategic Planning
- Program Design
- Cultural Competency & Diversity Training
- Creative Problem Solving
- Systems Design
- Staff Development & Supervision
- Coaching



sangita@bethechangeconsulting.com

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The secret of getting ahead is getting started. The secret of getting started is breaking your complex, overwhelming tasks into small manageable tasks, and then starting on the first one.
- Mark Twain

Our Workshop Process

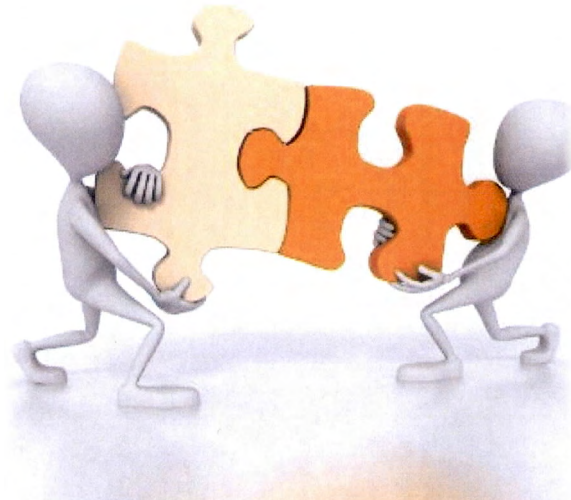
Our experiential learning model takes clients through a process of discovery, reflection, learning, imagination, and action.

We begin with a simulation activity to model skills and competencies. This immersion-learning brings to light ideas and concepts while creating a separation from routine issues.

An intentionally facilitated dialogue then captures the principles and values of participants. This opens the group to a creative "possibility" phase, where an ideal situation is envisioned.

Using a solution-oriented dialogue process, we translate these visions to organizational systems, structures, and tools for implementation.

The final and most critical phase is to develop a plan for communication, implementation, and sustainability within the organization.



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The greater danger for most of us is not that our aim is too high and we miss it, but that it is too low and we reach it.
 - Michelangelo

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- Systems Re-Design
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- Facilitated Group Experiences
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A small body of determined spirits fired by an unquenchable faith in their mission can alter the course of history.

- Mahatma Gandhi

Be The Change Consulting Staff



Sangita Kumar, Principal & Founder
Applied Youth Development.

Sangita Kumar is a results-based organizational development consultant and a skilled trainer dedicated to the empowerment of individuals and our communities. Her work over the past 10 years has allowed her to interact with a wide variety of organizations in business and non-profit sectors in the US and internationally. Sangita's experience with these organizations ranges from coaching, staffing, professional development, strategic planning, program design, program management and mentoring. After 7 years of direct service in grassroots organizations and after-school programs, Sangita became a trainer and youth development specialist for the Community Network for Youth Development. In this role she developed expertise creating positive learning environments for afterschool professionals, studying the areas of youth development, behavior management, curriculum design, and youth empowerment. She has designed and led over 300 training workshops and specializes in applying youth development theory in program design and programmatic quality improvements. Her combination of business management skills and passion for learning and change allow her to move flexibly and efficiently amongst diverse organizations. In 2010 Sangita completed a Masters Degree in Organizational Development and became a Certified Life Coach. In 2010 Sangita also completed a 2-year certification program in Somatics and Trauma- a body-mind approach to analyzing the impacts of systemic racism, poverty and class on human relationships. Currently Sangita is an instructor at San Francisco State University in the Child and Adolescent Youth Department, where she teaches a core course on



Tanya Mayo, Director of Operations and Field Building

Tanya Mayo has spent the last two decades in the nonprofit field as an educator, administrator and capacity-builder. Her most recent position as Director of Capacity Building at San Francisco's Department of Children, Youth and their Families (DCYF), was a unique opportunity to draw from her vast experience in training, non-profit systems and youth development. Tanya excels in supporting leaders, building individual donor programs and strengthening organizations through consulting, coaching, training and facilitation. She has a rich background in multicultural education and art with over ten years of teaching experience, deep-rooted work with diverse populations, and knowledge in organizational capacity building including strategic planning, program development, staff development, board retention and fundraising. As an engaging, interactive trainer Tanya has been responsible for the development and management of several training programs and leadership initiatives, including the Roots Fellowship, a leadership program for DCYF Executive Directors and a Youth Worker 101 series that introduced new workers into the non-profit sector. Both professionally and personally Tanya is committed to empowering youth and grassroots communities having worked with numerous groups and organizations including; GSA Network, San Francisco Unified School District, Loco Bloco Drum and Dance Ensemble, The Girls After School Academy, The Dept. of Public Health, and the S.F. Woman's Building.

Candice L. Wicks, M.A.Ed., has been a social justice educator and non-profit administrator for fourteen years. She has a bachelor's degree in Sociology from UC Berkeley and a master's degree in Education with an emphasis in Social Justice and Equity from San Francisco State University. She has worked at multiple levels of the after school program world including as a tutor, coordinator and regional manager. Candice has taught high school English and History at ARISE high school and is very



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/6/2012

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ISU/San Francisco 201 California St., Suite 200 License # 0778092 San Francisco CA 94111-5098	CONTACT NAME: Jason Cheung PHONE (A/C No. Ext): (415) 788-9810 E-MAIL ADDRESS: jcheung@isugroup.com		FAX (A/C No.): (415) 248-3534
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED BE THE CHANGE CONSULTING LLC 3237 MONTEREY BLVD OAKLAND CA 94602	INSURER A: Sentinel Ins Co LTD		11000
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 12-13 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			57SBABD5124	8/21/2012	8/21/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<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 \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			57SBABD5124	8/21/2012	8/21/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is named as Additional Insured as respects to Liability as required by written contract only as pertains 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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jason Cheung/JASONC

Search Results

Current Search Terms: Be The* change* Consulting * LLC*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.564.20130111-1646

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PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

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 meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist	<input type="checkbox"/>	For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/>	For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input checked="" type="checkbox"/>	For All Consultants: Results page of the Excluded Party List (https://www.epls.gov/epls/search.do)
	<input checked="" type="checkbox"/>	For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input checked="" type="checkbox"/>	For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input checked="" type="checkbox"/>	For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

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

Contractor Information

Contractor Name	Be The Change Consulting, LLC	Agency's Contact	Tanya Mayo
OUSD Vendor ID #	I005742	Title	Director of Operations
Street Address	3237 Monterey Boulevard	City	Oakland
		State	CA
		Zip	94602
Telephone	(415) 722-0508	Email (required)	tanya@bethechangeconsulting.com
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	09/01/2012	Date work will end	08/02/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 100.00	Number of Hours (required)	365.00		

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
9017	Bechtel After Sch	9221518401	5825	\$ 36,500.00
	Math		5825	\$
			5825	\$
Requisition No. (required)	R0311258	Total Contract Amount		\$ 36,500.00

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.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	Administrator / Manager (Originator)	Name	Julia Ma	Phone	(510) 273-1541
	Site / Department	922/Family, School, and Community Learning Department		Fax	(510) 273-1551
	Signature	<i>Julia Ma</i>		Date Approved	1-23-13
2.	Resource Manager, if using funds managed by:	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Family, Schools, and Community Partnerships			
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature	<i>R Mcmearn</i>		Date Approved	1/23/13
3.	Regional 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	<i>Curtis Aubrey</i>		Date Approved	1/23/2013
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000			
	Signature	<i>Maria Santos</i>		Date Approved	1-29-2013
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract	Approved	Denied - Reason		Date	
Procurement	Date Received	PO Number	P1305448		

2436



Consultant Fingerprint/Criminal Background Check Waiver Request

Directions

The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check through OUSD. The OUSD Administrator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require Cabinet level approval (Deputy Superintendent/Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

Contractor Name	Be The Change Consulting LLC / Tanya Mayo		
Originator Name	Renee McMearn	Site or Department	922/FSCP
Which sites or locations will the contractor be working at?	Consultant will not be at any school sites or with any students.		
TB Clearance Requirement			
<i>Proof of negative TB status is required for all consultants who will be working with OUSD students <u>or</u> staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one time speaker with less than 6 hours of contact with OUSD employees.</i>			
How is this contractor going to meet the TB clearance requirement?			
TB Waiver requested <input checked="" type="checkbox"/>		Proof of TB clearance is in the contract packet <input type="checkbox"/>	

[TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.]

CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))

OUSD Representative's Name	Julia Ma	Title Coordinator, After School
OUSD Representative's Signature	<i>Julia Ma</i>	Date <i>1-23-13</i>

Approval Cabinet Level approval required (Deputy Superintendent/Superintendent)

Approver Name <i>Maria Santos</i>	Title <i>Deputy Superintendent</i>
Approver Signature <i>Maria Santos</i>	Date <i>1-29-2013</i>
Reason for Approval:	

File ID Number	12-2506
Introduction Date	10/10/12
Enactment Number	12-2506
Enactment Date	10/10/12
By	o.s.



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

**OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education**

September 26, 2012

To: Board of Education
 From: Tony Smith, Superintendent
 Maria Santos, Deputy Superintendent of Instruction, Leadership & Equity-in-Action
 Curtiss Sarikey, Associate Superintendent of Family, Schools, and Community Partnerships

Subject: District Submitting Grant Agreement

ACTION REQUESTED:

Approval and support by the Board of Education of District applicant submitting grant proposal for OUSD schools for fiscal years 2012-2013 to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

BACKGROUND:

Grant proposal for OUSD schools for the 2012-2013 fiscal year were submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File ID #	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
12-2506	Yes	Grant	Oakland Unified School District	To integrate character development into after-school mathematics education	August 3, 2012 - August 2, 2013	S. D. Bechtel, Jr. Foundation	\$45,000.00

DISCUSSION:

The district created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student achievement
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart by the school.

FISCAL IMPACT:

The total amount of grants will be provided to OUSD schools from the funders.

- Grants valued at: \$45,000.00

RECOMMENDATION:

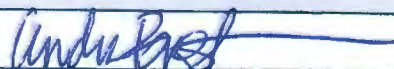
Approval and support by the Board of Education of District applicant submitting a grant proposal for OUSD schools for fiscal year 2012-2013 to accept same, if granted, in whole or in part, pursuant to the terms and conditions thereof and to submit amendments thereto, for the grant year, if any.

OUSD Grants Management Face Sheet

Title of Grant: Stephen Bechtel Fund	Funding Cycle Dates: August 3, 2012 – August 2, 2013
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Oakland Unified School District	Grant Amount for Full Funding Cycle: \$45,000.00
Funding Agency: S.D. Bechtel, Jr. Foundation	Grant Focus: Integrate character development into after-school mathematics education
List all School(s) or Department(s) to be Served: Ascend, Bridges, Brookfield, Greenleaf, Horace Mann, International Community School, Lafayette, Markham, Parker, RISE, Manzanita SEED, Sequoia	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant provides after school staff with professional development on the new common core math standards and provides school-day aligned first grade math lessons to be implemented in 12 elementary after school programs. This grant integrates mathematics education with students' social and emotional learning, and complements the school district's PreK-5 th grade math learning cohort.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.17% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	A separate grant will fund evaluation of this project to measure students' increased confidence level and attitudes toward math. Formative assessments will measure improvements in after school staff practices that support students' math learning. Quality of after school programs involved in this project will be evaluated as part of the comprehensive OUSD annual evaluation project for ASES and 21 st CCLC programs.
Does the grant require any resources from the school(s) or district? If so, describe.	This project is a collaborative project between the After School Programs Office and OUSD Math Dept. Staff resources from both departments will support the successful implementation of this project.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 4.25% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	This math project enhances the academic enrichment programming offered by 12 existing ASES after school programs, and thus, is supported by the school district's ASES grant. After School lead agency partners will implement this math project.
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Kasey Blackburn, Program Manager, OUSD After School Programs

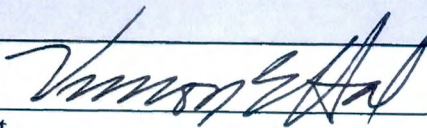
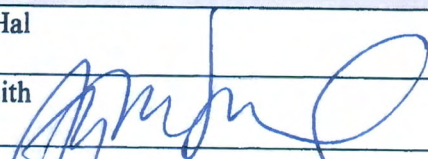
Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal	Andrea Bustamante		

Curtiss Sarikey Curtiss Sarikey

Department Head
(e.g. for school day programs or for extended day and student support activities)

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	Vernon Hal		
Superintendent	Tony Smith		9/20/12

S. D. Bechtel, Jr. Foundation
Stephen Bechtel Fund

File ID Number: 12-2506
Introduction Date: 12/10/12
Enactment Number: 12-2506
Enactment Date: 12/10/12
By: [Signature]

Grant Agreement

<p><u>Organization:</u> Oakland Unified School District (the "Grantee") Family, Schools and Community Partnerships Brookfield Annex 495 Jones Ave. Oakland, CA 94603</p>	<p><u>Project/Program Director:</u> Mr. Curtiss Sarikey, Associate Superintendent for Family, School and Community Partnerships (510) 879-8535</p>
<p><u>Grant Amount:</u> \$45,000 (Forty-Five Thousand and 0/100ths)(the "Grant Amount")</p>	<p><u>Grant Duration:</u> August 3, 2012 -- August 2, 2013 <u>Grant Report(s) Due By:</u> August 2, 2013</p>
<p><u>Description:</u> Funds to integrate character development into after-school mathematics education, as set forth in the proposal submitted to the S. D. Bechtel, Jr. Foundation and/or the Stephen Bechtel Fund dated July 31, 2012 (the "Proposal") and as described in any relevant correspondence regarding the Proposal, all of which are incorporated by reference (collectively, the "Project").</p>	

The following terms are agreed upon as conditions for this Grant Agreement:

- 1. Payment.** Payments of this Grant Amount shall be made to the Grantee by either the S. D. Bechtel, Jr. Foundation or the Stephen Bechtel Fund (each alone or together, the "Grantor"). All terms of this Grant Agreement are applicable regardless of which organization provides payment. Grantee affirms that each payment received from Grantor during the Grant Duration shall satisfy the Grant Amount of \$45,000 (Forty-Five Thousand and 0/100ths) and shall be used exclusively to implement the purposes of the Project.
- 2. Purposes.** Grantee shall use the entire Grant Amount, including any interest earned thereon, to implement the charitable purposes of the Project. Any portion of the Grant Amount, including any interest earned thereon, not spent at the completion of the Grant Duration shall be returned immediately to Grantor.
- 3. Impermissible Purposes.** Grantee agrees that no portion of the Grant Amount shall be used, as defined by the Internal Revenue Code and applicable Treasury Regulations, (a) to lobby or to otherwise influence legislation, (b) to influence the outcome of any specific public election or participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, (c) to carry on, directly or indirectly, any voter registration drive, (d) to induce or encourage violations of law or public policy, (e) to cause any private inurement or improper private benefit to occur, (f) to take any action that would or reasonably could jeopardize its tax-exempt status, or (g) for any non-charitable purpose.
- 4. Tax-Exempt Status.** Grantee warrants that, as of the date of this Grant Agreement, Grantee's tax-exempt status is valid. Grantee shall use best efforts to maintain its tax-exempt status. Grantee shall immediately notify Grantor of any events that may lead to or actually lead to a change in Grantee's tax-exempt status. Grantee acknowledges and agrees that such an event may lead to the termination of this Grant Agreement or the addition of terms, conditions or other limitations on the Grant Amount.
- 5. Reporting.** The Grantee shall submit a Grant Report(s) to the Grantor by the date(s) specified above, or by alternative date(s) mutually agreed upon by Grantor and Grantee, in accordance with the attached Report Requirements, all of which are incorporated by reference. Grantee shall provide information about any portion of the Grant Amount that may be paid to organizations or consultants engaged in fundraising or public relations. Grantee shall notify Grantor immediately of any anticipated or actual changes in key personnel of the Grantee or the Project. Grantee acknowledges and agrees that changes in key personnel may lead to the termination of this Grant Agreement or the addition of terms, conditions or other limitations on the Grant Amount.
- 6. Accounts and Record Keeping.** Grantee shall maintain adequate records relating to the Project in addition to all records required by the Internal Revenue Code and Treasury Regulations. Grantee shall make all records relating to the Project available for inspection by Grantor upon Grantor's request throughout the Grant Duration and for at least four (4) years after the end of the Grant Duration.
- 7. No Assignment or Delegation.** Grantee shall not assign or otherwise transfer its rights or delegate any of its obligations under this Grant Agreement without the prior written consent of the Grantor.
- 8. Publicity.** Grantee shall not release any public announcements or statements to the media regarding the Grantor's, any member of the Bechtel family's, or the Bechtel Group's affiliation with or contribution to the Project without the prior written consent of Grantor. Grantee shall not make any commitments for permanent recognition of any of the foregoing without the prior written consent of Grantor.
- 9. Insurance and Indemnification.** Grantee shall maintain insurance with a reputable insurance company(ies) in such amounts and covering such risks as is prudent and is usually carried by organizations engaged in projects similar to Grantee. Grantee shall furnish Grantor with evidence of insurance on this Project upon Grantor's request. Grantee hereby agrees to indemnify, defend and hold harmless Grantor, its Officers and its employees from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that Grantor may incur as a result of

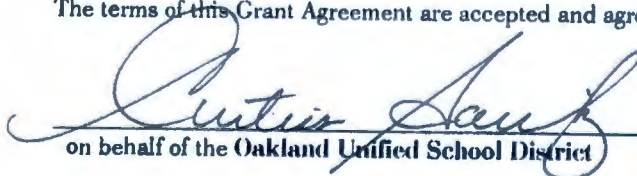
**S. D. Bechtel, Jr. Foundation
Stephen Bechtel Fund**

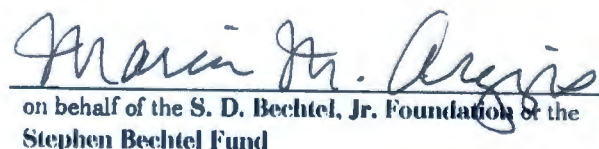
any grossly negligent or willful acts and omissions of Grantee or any of its agents or employees ensuing out of Grantee's performance of this Grant Agreement.

10. **Future Payments.** All future payments are expressly contingent upon the submission of the required Grant Report(s), the satisfactory progression of the Project as determined by Grantor, and the continued compliance with the terms of this Grant Agreement.
11. **Termination and Modifications by Grantee.** Grantee shall not terminate, modify or redirect the Project in any material way without the prior written consent of Grantor. Should Grantee wish to terminate, modify or redirect the Project in any material way, Grantee shall provide Grantor with a written request that includes the reason for termination, modification or redirection and detailed accounting of the use of Grant Amount spent to date. Grantor reserves the right to deny Grantee's request and terminate this Grant Agreement in its sole and absolute discretion and may demand the return of any uncommitted or unspent Grant Amount with accrued interest.
12. **Termination and Modifications by Grantor.** Grantor reserves the right to curtail or terminate this Grant Agreement in its sole and absolute discretion if at any time Grantor determines that the purposes of this Project, or the terms and conditions of this Grant Agreement, are not being met or will not be met. Grantor will endeavor to give Grantee reasonable written notice prior to curtailment or termination of this Grant Agreement to discuss Grantor's concerns, but the determination to continue, curtail or terminate the Grant Agreement shall remain in Grantor's sole and absolute discretion. Any unspent or uncommitted amount the Grant Amount, and any accrued interest on such amount, as of the date of Grantor's notice, as well as any amounts not used for the charitable purposes of the Project, shall be repaid to the Grantor within thirty (30) days of Grantor's notice.
13. **No Waiver.** Any failure to exercise a right and any delay in exercising a right under this Grant Agreement shall not be deemed a waiver of that right or any other rights by Grantor, nor shall any partial exercise of a right under this Grant Agreement preclude any additional or further exercise of any of any other right.
14. **Governing Law.** This Grant Agreement shall be construed in accordance with and governed by the laws of the State of California.
15. **Dispute Resolution.** Except as set forth in this section, Grantor and Grantee waive the right to all remedies in court, including any right to a jury trial, with respect to any claim arising out of or related to this Agreement, and any dispute or claim shall be submitted to arbitration on the written request of Grantor/Grantee after service of that request on the other organization. Any dispute submitted to arbitration pursuant to this section shall be finally and conclusively determined by arbitration conducted in San Francisco, California, before a single arbitrator in accordance with the then current rules of Judicial Arbitration and Mediation Services applying the laws of the State of California. The award or decision of the arbitrator which may include an order of specific performance, injunction, or other equitable relief shall be final and binding on all parties and enforceable in any court of competent jurisdiction. There shall be no right of appeal, except as contained in Section 1286.2 of the California Code of Civil Procedure. During the pendency of any arbitration process, each party to any arbitration shall bear its own expenses, including but not limited to such party's attorney's fees, if any. Upon conclusion of the arbitration, the arbitrator shall specify the "prevailing party" in its award and the "prevailing party" shall be entitled to prompt reimbursement of reasonable attorneys' fees and expenses incurred in connection with the arbitration.
16. **Severability.** In the event that a provision or parts of a provision of this Grant Agreement is deemed superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, the remaining provisions or parts of provisions shall remain in full force and effect as if the unenforceable provision or part were deleted.
17. **Entire Agreement.** This Grant Agreement constitutes the entire agreement between Grantor and Grantee. No oral representations or other agreements have been made by Grantor and Grantee except as stated herein. The Grant Agreement shall not be altered in any way except as herein provided, and no term or provision hereof may be waived except in writing signed by a duly authorized Officer of Grantor.

The undersigned certify that they are the duly elected and authorized Officers of Grantor/Grantee and that, was such, are authorized to enter into this Grant Agreement and to obligate the Grantor/Grantee to observe all the terms and conditions placed in this Grant Agreement, and in connection with this Grant Agreement to make, execute, and deliver on behalf of Grantor/Grantee all agreements, representations, receipts, reports and other instruments of every kind.

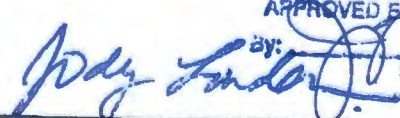
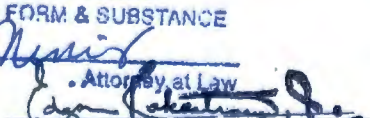
The terms of this Grant Agreement are accepted and agreed to by:


on behalf of the Oakland Unified School District


on behalf of the S. D. Bechtel, Jr. Foundation & the Stephen Bechtel Fund

Associate Superintendent 9/13/12
Title Office of General Counsel Date

Senior Program Officer August 3, 2012
Title Date


Jody London 10/10/12

Edgar Rakestraw, Jr., Secretary
Board of Education 10/10/12

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/eplis/search.do.

MARCIA ARGYRIS
SENIOR PROGRAM OFFICER

August 3, 2012

Mr. Curtiss Sarikey
Associate Superintendent for Family, School and Community Partnerships
Oakland Unified School District
Family, Schools and Community Partnerships
Brookfield Annex
495 Jones Ave.
Oakland, CA 94603

Dear Curtiss:

I am pleased to inform you that the Board of Directors of the S. D. Bechtel, Jr. Foundation and the Stephen Bechtel Fund have approved a grant to Oakland Unified School District in the amount of \$45,000. This grant is to be used to integrate character development into after-school mathematics education, as defined in your proposal dated July 31, 2012.

At this time, we will not be funding the evaluation process.

A check in the amount of \$45,000 made payable to Oakland Unified School District is enclosed. Also enclosed is our Grant Agreement. **Please sign this Agreement and return this signed original to us by mail by August 17, 2012.**

Please take note of Paragraph 8 of the Agreement which states that no public announcements or statements to the media about the Foundation's affiliation with, or contribution to, the grantee's project may be made without the Foundation's written consent.

Also enclosed is a copy of our Grant Report Requirements. **Please note that a Grant Report on the use of these funds will be due by August 2, 2013.**

We wish you continued success.

Sincerely,



Marcia Argyris

Enclosures

GRANT REPORT REQUIREMENTS

A report must be sent by the date specified on the Grant Agreement. The Grant Report should cover the following areas of content:

PROJECT

- Brief summary of the project and its goals
- Discussion of the key activities and strategies implemented and project deliverables accomplished against the project timeline, including an assessment of partner contributions
- Analysis of actual outcomes and impacts as compared to intended outcomes and impacts
- Summary of project evaluation results, including evaluation instruments and metrics (attach external evaluation report, if applicable)
- Explanation of major risks/challenges and strategies undertaken to mitigate them
- Summary of major lessons learned from the project and future potential impacts of the project beyond those previously discussed

BUDGET

- A detailed table showing original budget figures, actual revenues and expenses, and variances
- Explanation of any variance from original budget or changes to the forecast
- List of additional funding that was secured

CONCLUSION

- FOR PROGRAM GRANTS:** Summary and plans for sustainability
- FOR CAPITAL GRANTS:** Summary and any future capital plans

Stephen Bechtel Fund
P.O. Box 193809
San Francisco, CA 94119-3809

Wells Fargo Bank
Private Banking
San Francisco, CA 94163
11-4288-1210

000909

000909

DATE
8/3/2012

CHECK AMOUNT
\$45,000.00

PAY Forty-Five Thousand exactly*****

TO THE ORDER OF: Oakland Unified School District

El W
AUTHORIZED SIGNATURE
Patricia W. Becker
AUTHORIZED SIGNATURE

Security features included. Details on back.

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