

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	15-0572
Introduction Date	4-22-15
Enactment Number	15-0536
Enactment Date	4/22/15 ER



**OAKLAND UNIFIED SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education  
**From** Antwan Wilson, Superintendent

**Board Meeting Date**  
*(To be completed by Procurement)* 4/22/15

**Subject** Professional Services Contract - Equal Opportunity Schools  
 - Linked Learning (site/department)

**Action Requested** Ratification of professional services contract between Oakland Unified School District and Equal Opportunity Schools. Services to be primarily provided to Linked Learning for the period of 11/10/2014 through 6/30/2015.

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

Equal Opportunity Schools mission is to ensure that all students have the opportunity to succeed in challenging high school courses. They focus on challenging high school courses because the academic intensity of the high school curriculum is the biggest driver of college completion.

They are experts in helping school leaders identify and upgrade students who can succeed in Advanced Placement or International Baccalaureate courses ("AP/IB"), but are not yet enrolled in AP/IB for systemic reasons related to race or socioeconomic ("Missing Student").

**Discussion**  
*One paragraph summary of the scope of work.*

1) Fully close race and income participation gaps in AP/IB by fall 2015, as measured by equally high AP/IB participation rates for Latino, African-American, and low-income students as compared to their peers. 2) Raise AP/IB performance by spring 2016, as measured by AP/IB exam passing. 3) Develop systems and structures for the district to sustain and improve upon these results in future years, catalyzing a higher sense of what's possible for Missing Students, enabling further increases in college readiness and closure of opportunity & achievement gaps.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Equal Opportunity Schools. Services to be primarily provided to Linked Learning for the period of 11/10/2014 through 6/30/2015.

**Fiscal Impact** Funding resource name (please spell out) Investing in Innovation (i3)  
 not to exceed 72,000.00

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

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**OAKLAND UNIFIED SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

## PROFESSIONAL SERVICES CONTRACT 2014-2015

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

1. **Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 11/10/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$ 84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$ 84,100, whichever is later. The work shall be completed no later than 6/30/2015.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Seventy two Thousand Dollars (72,000.00) [per fiscal year], at an hourly billing rate not to exceed \_\_\_\_\_ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* \_\_\_\_\_ which shall not exceed a total cost of \_\_\_\_\_.
5. **CONTRACTOR Qualifications / Performance of Services:**  
**CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.  
**Standard of Care:** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
6. **Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
7. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below.



Professional Services Contract

**OUSD Representative:**

Name: Gretchen Livesey  
Site /Dept.: Linked Learning  
Address: 2607 Myrtle Street, Room 104  
Oakland, CA 94607  
Phone: 1 510 273-2373  
Email: gretchen.livesey@ousd.k12.ca.us

**CONTRACTOR:**

Name: ~~Niambi Clay~~ Niambi A. Clay (nc)  
Title: Partnership Director  
Address: 999 N. Northlake Way, #268  
Seattle WA 98130  
Phone: (206) 623-7035  
Email: niambi@eeschools.org niambi@eeschools.org (nc)

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

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

9. **Insurance:**

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

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

Check one of the boxes below:

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

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

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

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

OR

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

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

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



Professional Services Contract

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
  14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
  15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
  16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
  17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
  18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
    1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
    2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
  20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
    1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
    2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
  21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
  22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted



Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

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

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (http://www.gao.gov).

- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.

- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

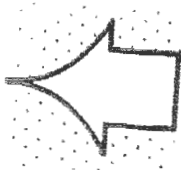
- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

Handwritten signature of Secretary, Board of Education.
 President, Board of Education
 Superintendent
 Chief or Deputy Chief
Secretary, Board of Education

CONTRACTOR

Handwritten signature of Niambi A. Clay.
Contractor Signature
Niambi Clay Niambi A. Clay (nc)
Partnership Director
Print Name, Title



Form approved by OUSD General Counsel for 2014-15 FY

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By: [Signature]

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR BOARD & SUPERINTENDENT
[Signature]
ADVISORY

## EXHIBIT "A" SCOPE OF WORK

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

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

1) Fully close race and income participation gaps in AP/IB by fall 2015, as measured by equally high AP/IB participation rates for Latino, African-American, and low-income students as compared to their peers. 2) Raise AP/IB performance by spring 2016, as measured by AP/IB exam passing. 3) Develop systems and structures for the district to sustain and improve upon these results in future years, catalyzing a higher sense of what's possible for Missing Students, and enabling further increases in college readiness and closure of opportunity & achievement gaps.

Professional Services Contract

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

fully close race and income participation gaps in AP/IB programs, ensuring that Advanced Placement and International Baccalaureate Programs reflect the racial and economic diversity of each participating school by the fall of 2015. Raise AP/IB performance by spring 2016.

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

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

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: \_\_\_\_\_
- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
  2. Meeting announcement for meeting in which the CSSSP modification was approved.
  3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
  4. Sign-in sheet for meeting in which the CSSSP modification was approved.

# Memorandum of Understanding

Between

Oakland Unified School District

&



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EQUAL  
OPPORTUNITY  
SCHOOLS



**MEMORANDUM OF UNDERSTANDING**  
**Oakland Unified School District & Equal Opportunity Schools**



**COLLABORATION PURPOSE**

**Equal Opportunity Schools (EOS)**

- Our mission is to ensure that all students have the opportunity to succeed in challenging high school courses.<sup>1</sup> We focus on challenging high school courses because the academic intensity of the high school curriculum is the biggest driver of college completion.<sup>2</sup>
- We are experts in helping school leaders identify and upgrade students who can succeed in Advanced Placement or International Baccalaureate courses (“AP/IB”), but are not yet enrolled in AP/IB for systemic reasons related to race or socioeconomics (“Missing Students”).

**Oakland Unified School District** (the “District”) has demonstrated its commitment to improving the quality of educational opportunity and achievement for students in its “Letter of Intent”, of April 1, 2014.

**COLLABORATION OBJECTIVES**

Building on the District’s progress and experience and EOS’s expertise in establishing equity in AP/IB, EOS and the District (collectively, “Collaborators”) jointly commit to these three objectives:

1. **Fully close race and income participation gaps in AP/IB by fall 2015**, as measured by equally high AP/IB participation rates for Latino, African-American, and low-income students as compared to their peers.
2. **Raise AP/IB performance by spring 2016**, as measured by AP/IB exam passing.
3. Develop systems and structures for the district to sustain and improve upon these results in future years, **catalyzing a higher sense of what’s possible** for Missing Students, and enabling further increases in college readiness and closure of opportunity & achievement gaps.

Accordingly, in consideration of the mutual obligations set forth below, the Collaborators agree to formalize this Collaboration (“Collaboration”) and to pursue these objectives in the manner set forth in the following pages, with key implementation to occur during the 2014-2015 school year.

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<sup>1</sup> Although “challenging” can be defined in a variety of ways, we focus on Advanced Placement (AP) and International Baccalaureate (IB) courses (sometimes referred to as “college-ready courses”), which provide a clear and common measurable standard, aligned with college.

<sup>2</sup> Adelman C. *The Toolbox Revisited: Paths to Degree Completion from High School through College*. 2006. Washington. D.C., U.S. Department of Education.

**MEMORANDUM OF UNDERSTANDING**  
**Oakland Unified School District & Equal Opportunity Schools**



**COLLABORATION OVERVIEW**

The Collaborators agree to the following schedule and responsibilities, and will meet to set specific dates and task ownership, following execution of this agreement:

	<b>GOAL</b>	<b>EOS Responsibilities</b>	<b>District Responsibilities</b>
<b>SUMMER</b>	<b>SET THE STAGE AND BEGIN PRE-WORK</b>	<ul style="list-style-type: none"> <li>• Provide resources and expertise on the impact and feasibility of closing AP/IB participation gaps while raising AP/IB performance, drawing on as EOS's own data and experience, as well as third party research</li> <li>• Meet with Superintendent and Principal and their leadership teams to develop a shared, context-specific understanding of the Collaboration and commitment to fully closing AP/IB participation gaps by fall 2015 while raising performance</li> </ul>	<ul style="list-style-type: none"> <li>• Work with EOS to develop Superintendent's cabinet and high school Principal commitment, and a calendar for fully closing AP/IB participation gaps by fall 2015 while raising performance, which will include monthly collaborations with Superintendent or cabinet-level designee</li> <li>• Designate a District and/or school site data liaison to provide necessary student-level data in late Summer and throughout the Collaboration</li> </ul>
	<b>STUDY &amp; DETERMINE CAUSES OF AP/IB COURSE PARTICIPATION GAPS</b>	<ul style="list-style-type: none"> <li>• Meet monthly, one-on-one, with high school Principals to align the Collaboration with Principals' context and leadership</li> <li>• Assist District &amp; Principals in gaining staff support, and building an effective implementation team</li> <li>• Work closely with District data liaison to identify and efficiently gather core information for the Collaboration</li> <li>• Conduct comprehensive analyses of student academic records &amp; survey results in order to develop detailed findings about the size &amp; causes of AP/IB participation gaps</li> </ul>	<ul style="list-style-type: none"> <li>• With input and assistance from EOS, build staff support for Collaboration Objectives and implementation of the plans that are developed</li> <li>• Survey minimum of 90% of 9<sup>th</sup>-12<sup>th</sup> grade students and staff by early November</li> <li>• Schedule school &amp; district winter Strategy meetings for discussion of EOS findings</li> </ul>



**MEMORANDUM OF UNDERSTANDING**  
**Oakland Unified School District & Equal Opportunity Schools**



**COLLABORATION OVERVIEW cont'd**

	<b>GOAL</b>	<b>EOS Responsibilities</b>	<b>District Responsibilities</b>
<b>WINTER</b>	<b>SET CUSTOM STRATEGY FOR CLOSING AP/IB COURSE PARTICIPATION GAPS</b>	<ul style="list-style-type: none"> <li>• Present findings on size, shape, and causes of AP/IB participation gaps</li> <li>• Use deep analysis, best practices, and local leadership context to make recommendations for closing gaps</li> <li>• Support development of school-specific:               <ol style="list-style-type: none"> <li>(1) Missing Student outreach &amp; recruitment plans</li> <li>(2) Missing Student academic support plans</li> <li>(3) AP/IB-teacher professional development / support plans</li> </ol> </li> </ul>	<ul style="list-style-type: none"> <li>• With input and assistance from EOS, lead the development of a District strategy for achieving Collaboration Objectives</li> <li>• With input and assistance from EOS, lead development of school-specific:               <ol style="list-style-type: none"> <li>(1) Missing Student outreach &amp; recruitment plans</li> <li>(2) Missing Student academic support plans</li> <li>(3) AP/IB-teacher professional development / support plans</li> </ol> </li> </ul>
<b>SPRING</b>	<b>SUPPORT DISTRICT IMPLEMENTATION OF STRATEGY</b>	<ul style="list-style-type: none"> <li>• Meet monthly with high school Principals to align Collaboration with school context and to provide coaching for recruiting Missing Students</li> <li>• Work with school and District leadership to provide high-impact, student-specific analysis for outreach and recruitment</li> <li>• Collaborate with the Superintendent and/or cabinet-level Designee to ensure Missing Students are added to AP/IB courses, in line with District Strategy</li> <li>• Develop interim metrics and deadlines to ensure student recruitment strategies achieve full closure of AP/IB participation gaps by fall 2015</li> </ul>	<ul style="list-style-type: none"> <li>• Superintendent and Principals have primary responsibility for enrollment of Missing Students to achieve equitable AP/IB participation, with EOS providing support throughout</li> <li>• Principals conduct (and District Designee encouraged to conduct) some recruitment conversations directly with students</li> <li>• With EOS support, finalize AP academic support and teacher professional development &amp; support plans</li> </ul>
<b>ONGOING</b>	<b>SUSTAIN PARTICIPATION GAP CLOSURE &amp; ENSURE ONGOING STUDENT SUCCESS</b>	<ul style="list-style-type: none"> <li>• Provide an analysis of the first quarter of performance under the implemented plans, including an analysis of grades, retention, and client satisfaction</li> <li>• Assist in developing dashboard metrics, evaluation standards, and annual AP/IB reporting framework to the board aligned with Supt's strategy</li> <li>• Provide recommendations to continue growth of AP/IB participation &amp; success</li> </ul>	<ul style="list-style-type: none"> <li>• Review and discuss EOS's analysis and recommendations for continued AP/IB equity and growth in participation &amp; success</li> <li>• Produce annual AP/IB report, which will be presented to the District's Board of Education each subsequent fall. Or develop key AP/IB metrics to include within existing board reports</li> <li>• Work to incorporate, wherever possible, EOS analytic lenses and processes into school and district systems to enable continued equitable participation and success in AP/IB</li> <li>• Provide feedback to EOS regarding the Collaboration's effectiveness</li> </ul>

A

**MEMORANDUM OF UNDERSTANDING**  
**Oakland Unified School District & Equal Opportunity Schools**



EOS's responsibilities above will be performed by a Partnership Director assigned to the district, and other supporting members of the EOS team. Partnership Directors are responsible for managing client relationships and EOS deliverables, as well as providing project management, strategic planning (re the Collaboration), and coaching support to principals and District leadership.

**District Partnership Director**

- ✓ Substantial school/district leadership/coaching experience
- ✓ Highest levels of experience with AP/IB gaps-closed schools/strategies
- ✓ 24-hour response time, and available for ongoing check-ins as requested

**Other Key Sources of Expertise Provided by EOS:**

- ✓ An internal EOS community of practice ensures that each Partnership Director is accessing for their clients' benefit the learnings and best practices among the EOS portfolio of ~150 school/district partnerships in various contexts around the country.
- ✓ An EOS division of Analysts serve as experts for each of the EOS tools and analytics capabilities, including a large scale, custom-built EOS database that facilitates efficient delivery of EOS tools, as well as custom client queries.
- ✓ Supervising Partnership Directors is a Senior Program Leadership Team with many years of education, non-profit, and organizational leadership experience, including experience as Superintendent, trainer of Superintendents, Principal, district Director, non-profit CEO, and private sector management consulting.

**COSTS & PAYMENTS**

The District shall pay EOS as follows:			
Participating High Schools	Cost Per School	Grant Subsidy Per School	Total Per School
Oakland Technical High School Skyline High School Oakland High School	\$48,000	(\$24,000)	\$24,000
<b>Total Due<sup>3</sup> to Equal Opportunity Schools in 2014-15</b>			<b>\$72,000</b>
Fee reduction for Oakland High School			(\$24,000)
<b>Net Due to Equal Opportunity Schools<sup>4</sup></b>			<b>\$48,000</b>

EOS will also bill the District for the portion of travel costs attributable to this Collaboration. EOS Partnership Directors typically visit the District and school sites 8-12 times over the course of the school year (flexible according to circumstances). EOS travels cost-consciously (at or below federal standards), and the cost of one EOS trip is often spread across multiple districts within a region. EOS's Office Manager, Sandy Zook ([sandy@eoschools.org](mailto:sandy@eoschools.org)), will coordinate all accounting matters and expense reimbursements.

<sup>3</sup> Fifty percent by August 15, 2014, and the remaining 50% by January 15, 2015.

<sup>4</sup> Equal Opportunity Schools will not work directly with Oakland High School to meet the Collaboration Objectives. However, it remains a goal of Oakland Unified and Oakland High School to increase access and success for Missing Students students in AP and IB courses such that the school's student diversity is fully reflected in these programs.



**MEMORANDUM OF UNDERSTANDING**  
**Oakland Unified School District & Equal Opportunity Schools**



**SUPPLEMENTARY AGREEMENTS**

**1. Working together**

Each of the Collaborators has identified the following conditions, which must be met by the other Collaborators in order for this Collaboration to be meaningful and productive:

The District requires:

- a) On-going, candid communication and feedback loops that provide early opportunities to make adjustments where needed.
- b) High-quality EOS staff who effectively enable schools to achieve Collaboration Objectives.
- c) Integrating services into current District practices such that the Collaboration serves to optimize existing structures and processes.
- d) EOS help in building internal capacity and sustainability among the District Office administrators, as well as school leaders and staff to continue improvement efforts beyond the timeframe of the Collaboration.
- e) Confidential treatment of personally identifiable student and parent information, as set forth in Exhibit A below.

EOS requires:

- a) Commitment from the District's Superintendent and other key District leaders (i.e. Assistant Superintendents and Directors) to provide full executive and implementation support to this Collaboration, including but not limited to: leadership, advocacy, support and accountability for the schools to meet the Objectives, and provision of necessary financial resources.
- b) Full and willing participation from all participating school sites in analyzing data and engaging the school staff in finding all Missing Students and fully closing AP/IB participation gaps while raising AP/IB performance.
- c) Participation as needed to the District's data liaison for joint inquiry and analysis.
- d) The District's willing participation in joint research and evaluation efforts for the Collaboration including, but not limited to, maintaining a subscription to the National Student Clearinghouse, which provides each school's college completion data to the district (by July 1, 2014, at an estimated cost of \$450/school/year) for a period until at least December 1, 2024.

**2. Limitation of Liability**

EOS DOES NOT MAKE ANY EXPRESS WARRANTIES AND HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN NO EVENT SHALL EOS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER ARISING IN CONTRACT OR IN TORT, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, DISCLOSED OR NOT DISCLOSED, ARISING FROM EOS'S PERFORMANCE OF THIS AGREEMENT. IN NO EVENT WILL EOS BE LIABLE TO DISTRICT FOR ANY AMOUNT BEYOND THE AMOUNT DISTRICT HAS PAID EOS UNDER THIS AGREEMENT.

**3. Student Confidentiality**

The Collaborators shall abide by Federal and other applicable law and all stipulations outlined in Exhibit A below with regard to confidential student and parent information. Each Collaborator shall be responsible for compliance with all such laws and maintenance of confidentiality with respect to

**MEMORANDUM OF UNDERSTANDING**  
**Oakland Unified School District & Equal Opportunity Schools**



information in its possession and data provided by the other Collaborator. Details on handling of Confidential Information are in Exhibit A.

**4. Data Sharing for Ongoing Study & Instructional Improvement**

For a period until at least December 1, <sup>2019</sup>~~2024~~, the District will, on an annual basis (if requested), provide EOS with data files containing the information contained in Exhibit B for all students who are in any high school located within the District boundaries. The obligations set forth in this paragraph and in Exhibit B will survive the termination of this Agreement and remain binding upon the parties.

**5. Insurance**

EOS shall maintain insurance according to the District's contracting regulations, as shown in Exhibit D.

**SIGNATURES**

The signatures below, by the authorized representative of each Collaborator, signify the Collaborators' agreement and commitment to the terms of the Collaboration as outlined herein (including the Supplementary Agreements and Exhibits hereto).

Oakland Unified School District

For Equal Opportunity Schools

\_\_\_\_\_  
Superintendent

RIS - RIS  
Executive Director

\_\_\_\_\_  
Date

2/20/2014  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

**James Harris**  
President, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By: [Signature]  
Attorney at Law

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



**MEMORANDUM OF UNDERSTANDING**  
**Oakland Unified School District & Equal Opportunity Schools**



**EXHIBIT A – Confidential Information**

**Definition**

For purposes of this Agreement, the term “Confidential Information” shall mean any and all personally identifiable student or parent information from District education records provided by District to EOS, in any medium.

**Acknowledgment of Applicable Law**

The Collaborators acknowledge that provision by the District of Confidential Information is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99, and may also be subject to state law student confidentiality provisions. The Collaborators shall not engage in any behavior contrary to any such laws.

**EOS’ Permitted Usage of Confidential Information**

EOS shall use Confidential Information solely for the purposes set forth in this Agreement. EOS will perform all work under this Agreement in a manner that does not permit personal identification of any individual student or parent by anyone other than (a) District personnel and (b) EOS personnel performing services contemplated by this Agreement.

**Restrictions upon EOS’ Disclosure of Confidential Information**

The only EOS personnel who will have access to Confidential Information will be those EOS employees, contractors and agents who (a) are performing services contemplated by this Agreement and (b) have agreed to be bound by EOS’ non-disclosure agreement. Except as permitted by FERPA, EOS and its employees, contractors and other agents with access to Confidential Information shall not disclose any of the District’s Confidential Information to any third party.

**Maintenance of Confidentiality**

EOS shall exercise due care in safeguarding the Confidential Information against loss, theft, or other inadvertent disclosure and shall take all reasonable steps necessary to establish safeguards that are consistent with all applicable federal, state, and local law and District regulations and policies relating to security for personally identifiable and other sensitive information, including but not limited to FERPA. Publication of any information compiled by EOS under this Agreement (other than to the District or its personnel in accordance with this Agreement) shall be in a manner that does not permit identification, directly or indirectly, of individual students or parents.

**Destruction of Confidential Information**

EOS agrees to destroy all personally identifiable student and parent information obtained from District education records when that information is no longer needed for any purpose contemplated by this Agreement.



**MEMORANDUM OF UNDERSTANDING**  
**Oakland Unified School District & Equal Opportunity Schools**



**EXHIBIT B – Data Sharing for Ongoing Study & Instructional Improvement**

EOS will use student-level data to study and evaluate its programs and services. Requested data may include the following and should be provided as appropriate in written reports, data files, or spreadsheets. Data should be provided by race and socioeconomic segments (as determined by eligibility for the National School Lunch Program). EOS will treat all data as Confidential Information, as defined by Exhibit A of this Agreement, and in accord with the requirements of FERPA and state and local policy.

1. Course enrollment
2. Course grades
3. AP/IB exam scores at the student-level by student ID
4. Course-, grade-, and school-specific average daily attendance (ADA)
5. High school graduation status
6. Student college plans, admissions, and achievement (from the National Student Clearinghouse reports on post-secondary activity and completion)
7. Additional data, reports, or metrics implemented or tracked by schools and/or the District related to implementation of the Collaboration



**MEMORANDUM OF UNDERSTANDING**  
**Oakland Unified School District & Equal Opportunity Schools**



**EXHIBIT C - Insurance**



**CERTIFICATE OF LIABILITY INSURANCE**

OP ID: BR

DATE: 04/15/14

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 endorsements.

<b>PRODUCER</b> Sprague Israel Giles 1501 Fourth Avenue, Suite 730 Seattle, WA 98101-3225 Cheryl Strich	Phone: 206-523-7035 Fax: 206-682-4993	<b>CERTIFICATE NUMBER</b> EQUAL-1	<b>INSURER</b> Philadelphia Indemnity Ins 18058
<b>INSURED</b> Equal Opportunity Schools 939 N. Northlake Way, Ste 206 Seattle, WA 98103-3447	<b>INSURANCE TYPE</b> GENERAL LIABILITY AUTOMOBILE LIABILITY EMPLOYERS LIABILITY WAIVER OF GAP	<b>POLICY NUMBER</b> PHPK1146597 PHPK1146597 PHPK1146597	<b>ISSUANCE DATE</b> 03/22/14 03/22/14 03/22/14

TYPE	TYPE OF INSURANCE	POLICY NUMBER	ISSUANCE DATE	EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY	PHPK1146597	03/22/14	03/22/15	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY	PHPK1146597	03/22/14	03/22/15	1,000,000
A	EMPLOYERS LIABILITY	PHPK1146597	03/22/14	03/22/15	1,000,000 1,000,000 1,000,000
A	WAIVER OF GAP	PHPK1146597	03/22/14	03/22/15	1,000,000 1,000,000 1,000,000

THIS POLICY IS NOT IN FORCE IN STATES WHERE IT IS NOT LICENSED. THIS POLICY IS NOT VALID IN STATES WHERE IT IS NOT LICENSED.

<b>CERTIFICATE HOLDER</b>  CERTIFICATE HOLDER	<b>CANCELLATION</b> 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 
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## Equal Opportunity Schools

999 N. Northlake Way, Suite 268

Seattle, WA 98103

206-547-1167

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### EQUAL OPPORTUNITY SCHOOLS STATEMENT OF QUALIFICATIONS

Equal Opportunity Schools is a national non-profit working to achieve equitably accessed and academically successful Advanced Placement and International Baccalaureate programs in nearly 150 schools across 11 states. EOS is the national expert on how schools can fully reflect the diversity of their student population in AP and IB. Recent research by Equal Opportunity Schools and the Education Trust finds that there are 2/3 of a million low-income students and students-of-color in the U.S. who are being overlooked for AP and IB every year (what EOS calls “missing students”). In its work to solve this national problem, EOS provides school, district, county, and state leaders with deep data and personalized leadership coaching to enable them to implement school-specific solutions to AP/IB inequity.



**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Equal\* Opportunity\* Schools\***  
**Record Status: Active**

**No Search Results**



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: GH

DATE (MM/DD/YYYY)

08/08/14

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 Sprague Israel Giles 1501 Fourth Avenue, Suite 730 Seattle, WA 98101-3225 Cheryl Stroh	Phone: 206-623-7035	CONTACT NAME:
	Fax: 206-682-4993	PHONE (A/C, No, Ext):
		FAX (A/C, No):
		E-MAIL ADDRESS:
		PRODUCER CUSTOMER ID #: EQUAL-1
INSURED <b>Equal Opportunity Schools</b> 999 N. Northlake Way, Ste 206 Seattle, WA 98103-3447		INSURER(S) AFFORDING COVERAGE
		INSURER A : Philadelphia Indemnity Ins.
		INSURER B :
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :
		NAIC # 18058

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

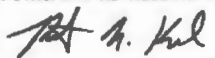
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	X		PHPK1145597	03/22/14	03/22/15	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC								
A	<b>AUTOMOBILE LIABILITY</b>			PHPK1145597	03/22/14	03/22/15	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS		\$						
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>						AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	N/A	PHPK1145597 WA STOP GAP	03/22/14	03/22/15	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							
	E.L. EACH ACCIDENT						\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder is additional insured with respects liability arising out of operations by or on behalf of the named insured for General Liability, subject to a written contract being in force.

## CERTIFICATE HOLDER

## CANCELLATION

<b>Oakland Unified School District</b> 1000 Broadway Oakland, CA 94607	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 

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# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015



## Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

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

- 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

- For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
- For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact Emails about this contract should be sent to:  required  gretchen.livesey@ousd.k12.ca.us

## Contractor Information

Contractor Name	Equal Opportunity Schools	Agency's Contact	Niambia Clay
OUSD Vendor ID #	I005354	Title	Partnership Director
Street Address	999 N. Northlake Way, #268	City	Seattle
Telephone	(206) 623-7035	State	WA
		Zip	98130
		Email (required)	niambia@eoschools.org
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

## Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	11/10/2014	Date work will end	6/30/2015	Other Expenses	
Pay Rate Per Hour (required)		Number of Hours (required)			

## 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
5846	Investing in Innovation	9125846201	5825	\$ 72,000.00
			5825	
			5825	
<b>Requisition No. (required)</b>	R0151785	<b>Total Contract Amount</b>		\$ 72,000.00

## 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.sam.gov/>)

1.	<b>Administrator / Manager (Originator)</b>	Name	Gretchen Livesey	Phone	1 510 273-2373
	Site/Department (Name & #)	Linked Learning	Fax	1 510 452-2070	
	Signature		Date Approved	11/6/14	
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships <input type="checkbox"/> Risk	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)			
	Signature		Date Approved		
	Signature (if using multiple restricted resources)		Date Approved		
3.	<b>Network Superintendent/Deputy Network Superintendent</b>	Signature		Date Approved	
	<b>Chiefs / Deputy Chiefs</b> Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$84,100	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site			
4.	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work	Signature		Date Approved	3/19/15
	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal</b> Required if not using standard contract	Approved		Denied - Reason		Date
<b>Procurement</b>	Date Received		PO Number	P1506822	10/8/14