

Board Office Use: Legislative File Info.	
File ID Number	14-0517
Introduction Date	4-9-14
Enactment Number	14-0538
Enactment Date	4-9-14



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education  
Gary Yee Ed.D., Superintendent

**From** By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date** 4-9-14  
(To be completed by Procurement)

**Subject** Professional Services Contract Amendment - 1  
I-SEED Oakland CA (Contractor, City/State) -  
922/Family, School, and Community Partnerships Department (site/department)

**Action Requested** Ratification by the Governing Board of the amendment to the professional services contract between the District and I-SEED. Services to be primarily provided to 922/Family, School, and Community Partnershi for the period of 06/30/2014 through \_\_\_\_\_, in an amount not to exceed \$ 11,600.00.

**Background**  
*A one paragraph explanation of why an amendment is needed.*

The Institute for Sustainable Economic, Environmental, Educational Design (I-SEED) will provide specialized coaching and direct support of the Family, School, and Community Partnerships Department's Meaningful Student Engagement (MSE) student action research project. The Town Researchers. Consultant will train 8-10 youth from various high schools to lead this year's district-wide student action research project in collaboration with All City Council high school student leaders.

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

Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between the District and the Institute for Sustainable Economic, Environmental, Educational Design (I-SEED), Oakland, CA, for the latter to provide services to recruit, train, and teach research and presentation skills to Meaning Student Engagement (MSE) student research team, coordinate student research team meetings and activities in partnership with MSE staff, and support the student research team to engage 3,000 students from all high schools through survey administration, focus groups, and interviews for the period of October 15, 2013 through June 30, 2014, in the amount of \$11,600.00, increasing the agreement from \$37,500.00, to a not to exceed amount of \$49,100.00. All terms and conditions of the contract remain in full force and effect.

**Recommendation** Ratification by the Governing Board of the amendment to the professional services contract between the District and I-SEED. Services to be primarily provided to 922/Family, School, and Community Partnersh for the period of 06/30/2014 through \_\_\_\_\_, in an amount not to exceed \$ 11,600.00.

**Fiscal Impact** Funding resource name (please spell out) 3010/Core Waiver Engagement  
not to exceed \$ 11,600.00

**Attachments**

- Contract Amendment
- Copy of original contract

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	14-0517
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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and I-SEED (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on October 15, 2013, and the parties agree to amend that Agreement as follows:

<p>1. <b>Services:</b>      <input checked="" type="checkbox"/> The scope of work has <u>changed</u>.      <input type="checkbox"/> ONLY the funding source has changed.</p> <p>If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p><input type="checkbox"/> Revised scope of work attached. OR, The CONTRACTOR agrees to provide the following amended services: SUPPORT FSCP TO PROCESS STIPENDS FOR 30 ALL CITY COUNCIL HIGH SCHOOL STUDENT DELEGATES AS CULTURE KEEPERS. STUDENTS WILL LEAD SITE BASED STUDENT ENGAGEMENT WITH COMMON CORE AND TRANSFORMING SCHOOL CULTURE.</p>
<p>2. <b>Terms (duration):</b>    <input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u>.      <input type="checkbox"/> The term of the contract has <u>changed</u>.</p> <p>If the term has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____.</p>
<p>3. <b>Compensation:</b>    <input type="checkbox"/> The contract price is <u>unchanged</u>.      <input checked="" type="checkbox"/> The contract price has <u>changed</u>.</p> <p>If the compensation has changed: The contract price is amended by</p> <p><input checked="" type="checkbox"/> Increase of \$ <u>11600</u> _____ to original contract amount</p> <p><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is <u>Forty Nine Thousand, One Hundred</u> _____ dollars (\$ <u>49100</u> )</p>

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

5. **Amendment History:**

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education      4/10/14      Date

Superintendent or Designee

Gary Yee      4/10/14      Date

Gary Yee, Secretary, Board of Education

CONTRACTOR

Bouapha Tommalay      2/12/14      Date

Contractor Signature

BOUAPHA TOMMALAY, CFO      Date

Print Name, Title

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 Amendment No. 1 to the Professional Services Contract between the District and the Institute for Sustainable Economic, Environmental, Educational Design (I-SEED), Oakland, CA, for the latter to provide services to recruit, train, and teach research and presentation skills to Meaning Student Engagement (MSE) student research team, coordinate student research team meetings and activities in partnership with MSE staff, and support the student research team to engage 3,000 students from all high schools through survey administration, focus groups, and interviews for the period of October 15, 2013 through June 30, 2014, in the amount of \$11,600.00, increasing the agreement from \$37,500.00, to a not to exceed amount of \$49,100.00. All terms and conditions of the contract remain in full force and effect.

SCOPE OF WORK

I-SEED will provide additional services for a total amount not to exceed \$ 11,600.00 .

Services are anticipated to begin on 10/15/2013 and end on 06/30/2014 .

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.

I-SEED will process timely youth stipends for student leaders leading site based youth engagement with common core and school culture.

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.

30 additional students will have meaningful paid leadership internship as an All City Council culture keeper and delegate.

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.
-

**AMENDMENT ROUTING FORM**

**2013-2014**

**PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1**

**Directions**

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

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

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

**Attachment Checklist**

- Contract amendment packet including Board Memo and Amendment Form
- Amended Scope of work (Be specific as to what additional work is being done by this consultant.)
- A Board Approved copy of the original contract and any prior Amendments.

**OUSD Staff Contact** Emails about this contract should be sent to: (Required)

**Contractor Information**

Contractor Name	I-SEED	Agency's Contact	Bouapha Toommaly		
OUSD Vendor ID #	I005855	Title	Chief Financial Officer		
Street Address	1625 Clay Street	City	Oakland	State	CA
Telephone	(510) 832-2218	Email	bouapha@iseed.org		
		Zip	94612		

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

Original Contract Amount	\$ 37,500.00	Original PO Number	P1403924		
Amended Amount	\$ 11,600.00	New Requisition #	R0409768		
New Total Contract Amount	\$ 49,100.00	Start Date		End Date	
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
3010	CORE waiver	9224876201	5825	\$ 11,600.00
			5825	\$
			5825	\$

**Approval and Routing (in order of approval steps)**

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

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

	Site Administrator or Manager	Name	Phone	Fax
1.	Site / Department	922 FSCP	(510) 273-1562	(510) 273-1500
	Signature	<i>Andu B...</i>	Date Approved	12 February 2014
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			
	Signature		Date Approved	
	Signature		Date Approved	
3.	Regional or Executive Officer			
	Signature	<i>...</i>	Date Approved	2/13/14
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	3/14/14
5.	Superintendent or Board of Education Signature on the legal contract			
Legal	Required if not using standard contract	Approved	Denied - Reason	Date
Procurement	Date Received		PO Number	

Board Office Use: Legislative File Info.	
File ID Number:	13-2924
Introduction Date:	01/15/2014
Enactment Number:	14-0083
Enactment Date:	1-15-14 <i>ll</i>



# Memo

**To:** Board of Education

**From:** GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent

**Board Meeting Date:** 01/15/2014

**Subject:** Professional Service Contract

**Contractor:** I-SEED of Oakland, CA

**Services for:** 922-COMPLEMENTARY LEARNING

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and I-SEED, Oakland, CA, for the latter to provide: Institute for Sustainable Economic, Environmental, Educational Design (I-SEED), Oakland, CA, for the latter to provide services to recruit, train, and teach research and presentation skills to Meaningful Student Engagement (MSE) student research team, coordinate student research team meetings and activities in partnership with MSE staff, and support the student research team to engage 3,000 students from all high schools through survey administration, focus groups, and interviews. for the period of 10/15/2013 through 06/30/2014 in an amount not to exceed \$35,700.00.

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

The Institute for Sustainable Economic, Environmental, Educational Design (I-SEED) will provide specialized coaching and direct support of the Family, Schools, and Community Partnerships Department's Meaningful Student Engagement student action research project, The Town Researchers. Consultant will train 8-10 youth from various high schools to lead this year's district-wide student action research project in collaboration with All City Council high school student leaders.

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

Institute for Sustainable Economic, Environmental, Educational Design (I-SEED), Oakland, CA, for the latter to provide services to recruit, train, and teach research and presentation skills to Meaningful Student Engagement (MSE) student research team, coordinate student research team meetings and activities in partnership with MSE staff, and support the student research team to engage 3,000 students from all high schools through survey administration, focus groups, and interviews.

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OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

**Fiscal Impact:** Funding resources below not to exceed \$35,700.00

\$3,360.00 SCHOOL SAFETY VIOLENCE PREVENT

\$10,000.00 General Purpose-Unrestricted

\$22,340.00 Tier3-AdultEd Apportionment

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

Waiver Summary

Resume / Statement of Qualifications

EPLS Search Results Page

Insurance Certification (if no Waiver was granted)

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File ID Number	13-2924
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Enactment Date	1-15-14



OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

I-SEED

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

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 10/15/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Thirty five thousand seven hundred Dollars (\$35,700.00) [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: No Reimbursements.

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

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

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE, which shall not exceed a total cost of \$0.00.

5. **CONTRACTOR Qualifications / Performance of Services:**

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

**Standard of Care:** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:



Professional Services Contract

**OUSD Representative:**

Name: CURTISS SARIKEY  
Site /Dept.: 922-COMPLEMENTARY LEARNING  
Address: 46 Grand Avenue  
Oakland, CA 94610  
Phone: 5102731562

**CONTRACTOR:**

Name: Bouapha Toommaly  
Title: Officer (Executive)  
Address: 1625 Clay Street, Suite 600  
Oakland, CA 94612  
Phone: 510 832 2218

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.) 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 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:** CONTRACTOR will adhere to the following staff requirements and 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

### 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.

The student research team is specifically contributing youth voice to FSCP's Social and Emotional Learning ALL campaign, to 1) inform OUSD SEL vision and implementation, and 2) design and make recommendations for SEL standards. This project aligns with OUSD strategic plan goal of creating standards for social and emotional learning. As a result of this project, 8-10 students will have a stipended internship with I-SEED, serving as student researchers for this project. In addition, the student research team will align student-led research, data and action recommendations, and Meaningful Student Engagements' 'Making A-G real' campaign, with OUSD's Full Service Community Schools 5 -year strategic plan by identifying specific areas where students voice is most relevant, needed and appropriate to help inform the Voluntary Resolution Plan (VRP) process. 8-10 student researchers will be trained in youth participatory action research, planning and evaluation methodology, data analysis, leadership development, and project planning.

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

The student research team is specifically contributing youth voice to FSCP's Social and Emotional Learning ALL campaign, to 1) inform OUSD SEL vision and implementation, and 2) design and make recommendations for SEL standards. This project aligns with OUSD strategic plan goal of creating standards for social and emotional learning. As a result of this project, 8-10 students will have a stipended internship with I-SEED, serving as student researchers for this project. In addition, the student research team will align student-led research, data and action recommendations, and Meaningful Student Engagements' 'Making A-G real' campaign, with OUSD's Full Service Community Schools 5-year strategic plan by identifying specific areas where students voice is most relevant, needed and appropriate to help inform the Voluntary Resolution Plan (VRP) process. 8-10 student researchers will be trained in youth participatory action research, planning and evaluation methodology, data analysis, leadership development, and project planning.

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 checked="" type="checkbox"/> Safe, healthy and supportive schools                |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning   | <input checked="" type="checkbox"/> Accountable for quality                             |
| <input checked="" type="checkbox"/> High quality and effective instruction        | <input checked="" type="checkbox"/> Full service community district                     |

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

Please select:

- Action Item included in Board Approved CSSSP:** (no additional documentation required)

– Item Number(s): Not Applicable  
No Restricted Funds

- 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.



***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 922-COMPLEMENTARY LEARNING**

**Principal / Department Head: CURTISS SARIKEY**

**Contractor Name: Bouapha Toommaly**

**Business Name: I-SEED**

**Contract Type: Standard**

**Anticipated Start Date: 10/15/2013**

**Contract End Date: 06/30/2014**

**Rate Type: FLAT**

**Contract Amount: \$35,700.00**

***Applicable Waivers***

**Approved by Risk Management**

**Insurance-Reduction Waiver Status: NA**

**Waiver-Reduction Type: \$1,000,000 Required**

**Other Reduction Amount: NA**

**Approval Date:**

**Approved by Deputy Superintendent**

**Billing Waiver Status: Approved**

**Approval Date: 12/13/2013**

**Fingerprint Waiver Status: NA**

**Approval Date:**

**TB Test Waiver Status: NA**

**Approval Date:**



The Institute for Sustainable Economic, Educational and Environmental Design (I-SEED) is nationally recognized for designing models of schooling for sustainability and building college and career pathways. I-SEED's mission is twin fold: 1) To train the next generation of climate scientists, energy innovators, health advocates, and social justice educators from low-income communities and communities of color; and 2) To create "pathways" between world-class research and the creation of start-ups, social enterprises, and whole industries emerging from low-income communities and communities of color. We strive to build an ecosystem of "solutionists" committed to solving the biggest problems plaguing those communities most in need. Together we demonstrate that the application of new frameworks for reducing health and educational disparities, alleviating poverty, and using technology can create thriving communities without displacement for poor people and people of color.

I-SEED operates under the vision and leadership of three community-based professors: Dr. Antwi A. Akom, Dr. Jeff Duncan-Andrade, and Dr. Allyson Tintiangco-Cubales.

#### **Past Work Experience with the Oakland Unified School District (2010-2012):**

- **Oakland Unified School District's Da Town Researchers (DTR):** Da Town Researchers has gathered and elevated student voice in the Oakland Unified School District since 2006, in collaboration with the Meaningful Student Engagement Initiative and All City Council Student Government. DTR is the student research and evaluation arm of All City Council. As a project convened and implemented by I-SEED for the past 2 years, DTR has worked in partnership with the Family, Schools, Community Partnerships and Quality Community Schools Departments. Indicators of the team's success during this time include: OUSD Quality Community School Standards features DTR's recommendations, increased student voice in OUSD's strategic five year implementation plan, and a central role in creating new school evaluation tools for the district-wide School Quality Review (SQR) process. DTR increases student leadership and engagement in schools through youth participatory action research methods to identify the most pressing issues affecting students in Oakland public schools, and provides a connection to youth and community voice for solutions. Members of DTR are dedicated to making a difference in improving OUSD schools by encouraging students to raise their voices about problems in their schools and communities, and empowering them to create solutions that improve education opportunities and create quality schools. Led by Aaron Nakai, this will be the third year that I-SEED has led DTR.
- **Step to College (Fremont, Castlemont, and Oasis high schools):** The STC program allows high school juniors and seniors to take college level courses and receive San Francisco State University credit. STC is a collaborative effort between Fremont, Castlemont, and Oasis High School as a part of OUSD. I-SEED and the Colleges of Education and Ethnic Studies at San Francisco State University (SFSU). Students receive up to twelve (12) units of transferable credit from SFSU. The Step-to-College program is taught in the community with urban youth from Oakland and provides opportunities to infuse core academics with real world-work, culturally and community responsive pedagogy, and prepares students for both college and career through internships. One of the goals of the Step-2-College program is to fuse local knowledge with professional knowledge, mentorships, and internships, in order to increase student engagement, deepen understanding, raise achievement, increase rates of high school graduation, increase transitions to college and career—and ultimately build a STEM Corridor in the East Bay and beyond. Led by Dr. Jeff Duncan-Andrade and Dr. Antwi Akom and Aaron Nakai.
- **OUSD Science Teacher Professional Development:** In the spring of 2012 I-SEED led a professional development training with OUSD's middle and high school science teachers. The PD focused on providing science teachers a deeper understanding of Eco-Apartheid as a lens to apply to their science teaching practice

that strengthens culturally responsive pedagogy and science education. Through a hands-on, interactive “Design Challenge”, teachers were challenged to make connections between the real world that their students are living in and the content of STEM education. The PD was a step towards transforming science teaching and learning in the district and supporting teachers in reducing the STEM opportunity gap for low-income and youth of color. Led by Dr. Antwi Akom and I-SEED Team.

- **Roses In Concrete: *Roses in Concrete*:** The Roses in Concrete (RiC) Project has the short-term goal of starting a K-12 school-center in Oakland that embodies the principles and practices described above. The school will function as the center of health within the neighborhoods surrounding it and provide wrap-around services in education, health, housing, and job training. The long-term goal is to create a model for urban education that prioritizes the needs of youth and families as the pathway to building healthy and sustainable communities across the U.S. and around the world. Led by Dr. Jeff Duncan-Andrade
- **East Bay Green Corridor:** is a partnership of government, clean energy research, STEM education, business and community organizations that have come together to create a world-class region of clean-tech innovation, green manufacturing, and local economic development. I-SEED is the educational convener of the Green Corridor’s Green STEM Energy and Technology Academies (GET), which were founded in 2008 to fulfill the educational mission of the Green Corridor and create high quality jobs that meet the Green Corridor’s environmental and social goals. GET Academies are located in 9 high schools across the East Bay including 4 high schools in Oakland Unified School District: McClymonds, Oakland Technical, Skyline, and Castlemont. Since 2008 GET Academies have partnered with over 58 private and public industries, who commit their time, energy and resources to help Green Corridor students graduate with the 21st century skills and global knowledge they’ll need to succeed in the clean energy economy. They are designed to support the development of multiple pathways by which California’s students can graduate high school, complete post-secondary education, attain industry-recognized credentials, and embark upon a long and lasting career in a high paying job, and enjoy success in community building, civic engagement, work and family life. Led by Dr. Antwi Akom.
- **Urban Teacher Quality Index (UTQI):** UTQI is a collaborative and innovative model of measuring success in the classroom. It creates a dynamic teacher feedback loop by providing teachers with direct and consistent feedback from students, families, colleagues and other key stakeholders. This process will organize the research on excellence in urban teaching into four key domains of effective pedagogy and provide teachers access to tools and professional networks that will help to improve their classroom practices. This project will run from July 2012 to June 2013. Final product will be tested in fall of 2014. Led by Dr. Jeff Duncan-Andrade.
- **Mapping Oakland Project:** The Mapping Oakland Project broadens the impact of community mapping by using a youth-participatory mapping model to collect diverse data around health issues that impact students’ academic achievement, well being and the health of their communities – including water, air quality, health care, transportation, and food access. MOP brings together STEM and computational thinking with students’ sense of social involvement in their own communities. I-SEED’s unique approach places students at the center of learning, teaches them how to make evidence-based decisions, to participate in public discourse about environmental health and design strategies, and demonstrates how they can influence important educational, neighborhood, and policy decisions. Led by Dr. Antwi Akom.
- **Advanced STEM Program:** The Advanced STEM Program is a collaborative program between I-SEED, ConnectEd and KQED that trains and supports Linked Learning and Green Corridor STEM-focused pathway and academy teams on how to integrate media literacy and production into their classrooms. The project focuses on creating STEM-related media with students and using the high-quality multimedia and educational resources available from *QUEST*, KQED’s award-winning multimedia science series. The pathway teams from Oakland Technical, Skyline and Castlemont are ConnectEd Studios Power Users and use the online platform to design their projects, network and share resources, and publish student work. Through this program, OUSD teachers learn how to “lift the curriculum off the page” by integrating media-rich resources and build their digital, 21<sup>st</sup> century classrooms. Led by Dr. Antwi Akom.

- Youth Sustainability Council:** The Youth Sustainability Council (YSC) engages youth in local, regional, and statewide policy and action-making processes where they can present their visions, policy platforms and youth-driven priorities to key stakeholders and decision makers. Youth Sustainability Council-members come from 9 different high schools across the East Bay Region, in Oakland council-members represent McClymonds, Oakland Technical, Skyline and Castlemont High Schools. Currently, The YSC uses an innovative approach to measure accessibility to health and educational related resources by embedding grass roots constituencies in STEM opportunity mapping, 360 degree feedback loops, and sustainable urban design. Our approach combines youth participatory action research with GIS STEM mapping in order to develop tools for neighborhood advocacy and citizen planning that make schools and communities healthier places to live, learn, work and thrive. Led by Dr. Antwi Akom and Aekta Shah.
- KQED American Graduate Project:** As a primary community partner in KQED's American Graduate Project, to create a better understanding of the community impact of the dropout crisis in Oakland, I-SEED supported, co-developed and participated in, 1.) Teacher Town Hall, 2.) Youth Media Training, 3.) Science Youth Media Festival, 4.) live broadcast of Forum, 4.) STEM professional development media trainings, 5.) business community event, 6.) developing stories that highlight STEM and green pathways and academies in OUSD, 7.) contributing youth blog posts on the dropout crisis, and 8.) sharing youth viewpoints on the radio. I-SEED participated in the planning, recruitment, and execution of the KQED Teacher Town Hall event, at which an I-SEED teaching fellow from Oakland Technical High School was selected as a panelist to speak on his unique perspectives and insights on the American Dropout Crisis as an urban teacher of color. I-SEED youth participated in a youth media training that culminated in their final media piece being featured at the Oakland Innovation Film Festival. Their short film premiered at the Science Youth Media Festival hosted at the California Academy of Sciences. The live broadcast of KQED's Forum with Michael Krasny was held at Castlemont High School in March, 2012 and featured I-SEED students and staff. I-SEED developed a series of STEM media-making trainings for teachers, to support them in integrating STEM-opportunity mapping, technological tools, digital media, and media-making into their classrooms. I-SEED students from OUSD are creating blog posts for the American Graduate website, creating stories to highlight STEM and green pathways and academies in OUSD, and accessing KQED-FM in order to share their perspectives on the drop out crisis in Oakland. Led by Dr. Antwi Akom and I-SEED Team.





# CERTIFICATE OF LIABILITY INSURANCE

INSTFOR-04

BIGLOWC

DATE (MM/DD/YYYY)

12/9/2013

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).

<b>PRODUCER License # 0E67768</b> <b>IOA Insurance Services-SF</b> <b>3875 Hopyard Road, Suite 240</b> <b>Pleasanton, CA 94588</b>	<b>CONTACT NAME:</b> Rickey Thompson Jr <b>PHONE (A/C, No, Ext):</b> (925) 416-7862 <b>E-MAIL ADDRESS:</b> Rickey.ThompsonJr@ioausa.com	<b>FAX (A/C, No):</b> (925) 416-7869
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  <b>Institute for Sustainable Economic, Educational, and Environmental Design</b> <b>1625 Clay Street</b> <b>Oakland, CA 94612</b>	<b>INSURER A :</b> Great American Insurance Company <b>NAIC #</b> 16691	
	<b>INSURER B :</b> Hartford Insurance Company of the Midwest <b>37478</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

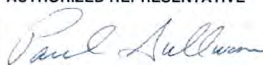
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Deductible \$0</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		PAC030732501	6/28/2013	6/28/2014	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>EBL AGGREGATE</b> \$ <b>2,000,000</b>
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PAC030732501  6/28/2013  6/28/2014  COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		30WECK1492	6/28/2013	6/28/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

922/Family, School, and Community Partnership Dept  
 Oakland Unified School District is recognized as Additional Insured in respects to the General Liability. Coverage is Primary

**CERTIFICATE HOLDER****CANCELLATION**

<b>Oakland Unified School District</b> <b>900 High Street</b> <b>Oakland, CA 94601</b>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE  </p>
--	--

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Administrative Offices  
301 E 4th Street  
Cincinnati OH 45202-4201  
513 369 5000 ph

**CG 82 24**  
(Ed. 12 01)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SOCIAL SERVICE AGENCY GENERAL LIABILITY BROADENING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. The following provision is added to **SECTION II - WHO IS AN INSURED**

**5. AUTOMATIC ADDITIONAL INSURED(S)**

**a. Additional Insured - Manager or Lessor of Premises**

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent property and which requires you to add such person or organization as an Additional Insured on this policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an Additional Insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this policy; and
- (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph **A.(1)** of this endorsement, the following additional provisions apply:

- (a) This insurance applies only to liability arising out of the ownership, maintenance or use of that portion of the premises leased to you.
- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess,

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contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

tomarily provided by the policy forms specified in and required by the contract.

(3) This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the "Additional Insured."

(c) In no event shall the coverages of Limits of Insurance in this Coverage Form be increased by such contract.

**b. Additional Insured - Funding Sources**

(1) This policy is amended to include as an Insured any Funding Source which requires you in a written contract to name the Funding Source (hereinafter called Additional Insured) as an Insured but only with respect to liability arising out of your premises, "your work" for such Additional Insured, or acts or omissions of such Additional Insured in connection with the general supervision of "your work" and only to the extent set forth as follows:

- (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (b) The coverage provided to the Additional Insured(s) is not greater than that cus-

**c. Additional Insured - Contractual Obligations**

(1) This policy is amended to include as an Insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an Insured, subject to all of the following provisions:

(a) Coverage is limited to liability arising out of:

- (i) your ongoing operations performed for such Additional Insured; or
- (ii) that Insured's financial control of you; or
- (iii) the maintenance, operation or use by you of equipment leased to you by such Additional Insured; or
- (iv) a state or political subdivision permit issued to you.

(b) Coverage does not apply to any "occurrence" or offense:

- (i) which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract", or
- (ii) which takes place after you cease to be a tenant in that premises.

(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal and Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

- (i) the preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (ii) supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy and specifically names a person or organization as an Insured, then the coverage in **Section II - WHO IS AN INSURED 5. Automatic Additional Insured(s)** does not apply to that person or organization.

## 2. BLANKET WAIVER OF SUBROGATION

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Item 8. is replaced with:

### 8. Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation

- a. If an Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your

work" done under a contract for that person or organization and included in the "products-completed operations hazard."

### 3. NON-OWNED OR CHARTERED WATERCRAFT

**Section I - Coverages, Coverage A**, Item 2.g.(2) is replaced with:

(2) A watercraft you do not own that is:

- (a) less than 51 feet long; and
- (b) not being used to carry persons or property for a charge.

### 4. BROADENED PERSONAL AND ADVERTISING INJURY

Unless "Personal and Advertising Injury" is excluded from this policy:

**SECTION V - DEFINITIONS** Item 14. is replaced by:

14. "Personal and Advertising Injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:

- a. false arrest, detention or imprisonment;
- b. malicious prosecution;
- c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. oral, written, televised, videotaped, or electronic publication of material, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. oral, written, televised, videotaped, or electronic publication of material, in any manner, that violates a person's right of privacy; or

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- f. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.e.**
- g. the use of another's advertising idea in your "advertisement"; or
- h. infringing upon another's copyright, trade dress or slogan in your "advertisement."

**5. MENTAL INJURY, MENTAL ANGUISH, HUMILIATION, OR SHOCK INCLUDED IN BODILY INJURY DEFINITION**

**Section V - Definitions**, Item **3.** is replaced with:

- 3. "Bodily injury" means physical injury, sickness, or disease, including death of a person. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

**6. MEDICAL PAYMENTS**

- A. The Medical Expense Limit in Paragraph **7.** of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical Expense Limit.

The Medical Expense Limit provided by this policy shall be the greater of:

- a. \$10,000; or
  - b. The amount shown in the Declarations for Medical Expense Limit.
- B. This provision **7.** is subject to all the terms of **SECTION III - LIMITS OF INSURANCE.**
  - C. This provision **7.** does not apply if **COVERAGE C. MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

**7. DAMAGE TO PREMISES RENTED TO YOU LIMIT**

- A. **SECTION III - LIMITS OF INSURANCE**, Item **6.** is replaced with:

Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to your building, or to personal property of others in your care, custody and control while at premises rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

The Damage to Premises Rented To You Limit is replaced by the following Damage to Premises Rented To You Limit.

The Damage to Premises Rented To You Limit is the greater of:

- (1) \$300,000; or
- (2) the amount shown in the Declarations for Damage to Premises Rented to You Limit.

- B. This provision is subject to all the terms of **SECTION III - LIMITS OF INSURANCE.**

- C. This provision **5.** does not apply if Damage to Premises Rent to You Liability of **COVERAGE A (SECTION I)** is excluded either by the provisions of the Coverage Part or by endorsement.

**8. SUPPLEMENTARY PAYMENTS**

- A. In the **SUPPLEMENTARY PAYMENTS - COVERAGES A and B** provision, Item **1.b.**, and **1.d** are replaced with:

- 1.b. Up to \$500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off work.

This endorsement does not change any other provision of the policy.

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 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.
- 24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplis/search.do>)
- 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. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 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.

OAKLAND UNIFIED SCHOOL DISTRICT

MARIA SANTOS

12/13/2013

President, Board of Education

Date

Superintendent or Designee

Secretary, Board of Education

Date

CONTRACTOR

Bouapha Toommaly

12/13/2013

Contractor eSignature

Date

Bouapha Toommaly, Officer (Executive)

Print Name, Title

File ID Number: 13-2924

Introduction Date: 1-15-14

Enactment Number: 14-0083

Enactment Date: 1-15-14

Bv: