

Board Office Use: Legislative File Info.	
File ID Number	13-0484
Introduction Date	4/10/13
Enactment Number	13-0617
Enactment Date	4/10/13



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education  
Tony Smith, Ph.D., Superintendent

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

**Board Meeting Date** 4/10/13  
(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 Partnerships for the period of 10/15/2012 through 06/30/2013, in an amount not to exceed \$ 10,000.00.

**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, 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**  
*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) for the latter to provide additional trainings for Meaningful Student Engagement staff and students for the Family Engagement Department for the period of October 15, 2012 through June 30, 2013, in the amount of \$10,000.00, increasing the agreement from \$20,000.00 to a not-to-exceed amount of \$30,000.00.

**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 Partnerships for the period of 10/15/2012 through 06/30/2013, in an amount not to exceed \$ 10,000.00.

**Fiscal Impact** Funding resource name (please spell out) 9141-Stuart Foundation; 0000-Unrestricted 0509-Tier 3 CAHSEE not to exceed \$ 10,000.00

**Attachments**

- Contract Amendment
- Copy of original contract

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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, 2012, and the parties agree to amend that Agreement as follows:

1. **Services:**  The scope of work has changed.  ONLY the funding source has changed.  
**If the scope of work has changed:** Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.  
 Revised scope of work attached. OR, The CONTRACTOR agrees to provide the following amended services:

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2. **Terms (duration):**  The term of the contract is unchanged.  The term of the contract has changed.  
**If the term has changed:** The contract term is extended by an additional \_\_\_\_\_ (days/weeks/months), and the amended expiration date is \_\_\_\_\_.

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3. **Compensation:**  The contract price is unchanged.  The contract price has changed.  
**If the compensation has changed:** The contract price is amended by  
 Increase of \$ 10,000.00 to original contract amount  
 Decrease of \$ \_\_\_\_\_ to original contract amount  
and the new contract total is Thirty Thousand dollars (\$ 30,000.00 )

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

CONTRACTOR

Marie Santos  
 President, Board of Education  
 Superintendent or Designee

3-13-13  
Date

Ronghu Dongmei  
Contractor Signature 3/4/13  
Date

Edgar Rakostrow, Jr.  
Secretary  
Board of Education

4/11/13  
Date

\_\_\_\_\_  
Print Name, Title

**SCOPE OF WORK FOR  
OUSD MEANINGFUL STUDENT ENGAGEMENT & QUALITY COMMUNITY SCHOOLS DEPARTMENT  
DA TOWN RESEARCHERS (DTR) Student-Led Research PROJECT 2012-2013**

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*Contacts:* Aaron Nakai, I-SEED Youth Engagement Specialist, 510.282.1218, [anakai@iseeed.com](mailto:anakai@iseeed.com)  
Raquel Jimenez, OUSD Community Engagement Coordinator, 510.703.4825, [raquel.jimenez@ousd.k12.ca.us](mailto:raquel.jimenez@ousd.k12.ca.us)

For the past six years, Da Town Researchers (DTR) Student Research Team has gathered and amplified student voice in the Oakland Unified School District, working in collaboration with the Meaningful Student Engagement (MSE) Initiative, All City Council (ACC), and the Quality Community Schools Development (QCSD) department using youth participatory action research and evaluation methods. For the past 3 years DTR has been convened and facilitated by I-SEED (*Institute for Sustainable Economic, Educational, and Environmental Design*). Again this year, OUSD's Family, Schools, and Community Partnerships department is contracting with I-SEED (*Institute for Sustainable Economic, Educational, and Environmental Design*) to design and implement Youth Participatory Action Research (YPAR) curriculum and leadership development, facilitation, planning and training. In addition, I-SEED may implement proprietary methodologies, curriculum and technological research tools that build on previous research to connect, integrate and co-create the DTR youth engagement and research design process. The student-led research project will facilitate ways for student researchers to effectively and meaningfully be involved in, connect to, and have decision-making input in QCSD's School Quality Review (SQR) process, the strategic plan, and opportunities for holding the district, schools and the community accountable for creating and supporting the conditions for effective quality education for all students in Oakland public schools. I-SEED will provide administrative, contract, curriculum, and infrastructural support for the team's research for the 2012-13 school year.

For the purposes of this agreement the training material, curriculum pieces, written documentation, agendas, and reports are to be considered the sole Intellectual Property of I-SEED and Da Town Researchers and should not be claimed, or redistributed by OUSD without expressed consent from I-SEED and Da Town Researchers. Additionally, in all communications, public or private regarding Da Town Researchers, I-SEED should be given credit through the use of the I-SEED logo, or I-SEED name in accompaniment with the report.

**I-SEED**

*The Institute for Sustainable Economic, Educational, and Environmental Development (I-SEED) is nationally recognized for designing models of schooling for sustainability and building STEAM college and career pathways. As one of the nation's leaders in integrating youth development, workforce development, culturally and community responsive STEAM pedagogy—our solution-driven models introduce new frameworks for reducing health and educational disparities, alleviating poverty, and using technology to compete in the 21<sup>st</sup> century clean energy economy. (\*STEAM refers to Science, Technology, Engineering, Arts, and Math)*

*Outcomes for the youth-led participatory action research and evaluation project include:*

1. Assist with the co-creation, set up and implementation of the student engagement tool, research design and strategy to gather data that supports district-wide student campaigns and also supports OUSD School Quality Review [SQR] process at selected school sites.
2. Provide technical assistance, coaching, and evaluation feedback for the SQR team's youth engagement process and students at SQR school sites, and participate in the analysis of SQR data.
3. Presentation to OUSD school board in collaboration with Family, Schools and Community Partnerships department and SQR's evaluation team. Presentation to and dialogue with school district administrators and other selected civic officials, Oakland students and student representatives, parents and families, as well as relevant educational, policy, and community groups, in order to hold the school district accountable to creating, implementing and supporting quality OUSD community public schools.
4. Sharing the project's work with other youth-led projects to improve public education in Oakland and around the country at conferences, exchanges, and site visits.
5. Training of 6-8 student researchers in: 1) participatory action research methodology, 2) an early college model ethnic studies, environmental justice and education theory curriculum, 3) leadership, presentation, facilitation and outreach skills, and 4) action steps toward institutional education improvement.

Through, weekly trainings, two full-day retreats, and additional meetings and activities, I-SEED will provide a minimum of 428 training hours using participatory action research tools developed over the past three decades supporting community action research projects, early college model ethnic studies, environmental justice and education theory curriculum, as well as curriculum developed specially for this project by the lead trainers. Training, facilitation, and support will be provided to the student research team, as well as to All City Council student leaders, Meaningful Student Engagement partners and allies, SQR Lead Evaluation Teams, and school sites in order to coordinate and complete the student-led research. The following is a proposed timeline for the implementation of the training, research, and evaluation process for 2012-2013.

**DESCRIPTION OF SERVICES/PRODUCTS TO BE PROVIDED BY  
I-SEED and *Da Town Researchers [DTR]* YOUTH-LED RESEARCH and EVALUATION TEAM  
TO  
THE OAKLAND UNIFIED SCHOOL DISTRICT 2012-2013**

<u>Description of Tasks or Products</u>	<u>Indicate Measurement Standards Used to Indicate Successful Completion of Task</u>	<u>Estimated # of hours/Dates</u>
Align DTR and MSE's campaign goals, research questions, and areas of inquiry, specifically around school culture, effective teaching, and student support, with OUSD's Quality Standards for Full Service Community Schools to identify specific standards where Meaningful Student Engagement's student campaign outcomes, and relevant data, are most evident, connected, and appropriate to inform the School Quality Review (SQR) process.	Written documentation. Identified process to prioritize standards for youth voice for SQR process. Create an outline of prioritized standards and areas of data collection for youth voice in the SQR process.	84 hours Oct 1- May 30  <i>Approximately 2.5 hours per week</i>
Recruit and train 6-8 student researchers in participatory action research and evaluation methodology, leadership development, project planning, public presentation, data visualization, education theory and practice, facilitation and outreach skills, and action steps.	Written documentation. Facilitated activities and workshops, presentations and focus groups. Meaningful participation in SQR youth engagement process. Consistent connection with All City Council and Meaningful Student Engagement initiative, SQR trainings, and OUSD school board meetings.	100 hours Oct 1 – May 30  <i>Approximately 3 hours per week</i>
Connect with, engage in inquiry and liase with SQR lead evaluation teams, and youth at specific school sites identified for SQR in 2012-13 school year, in order to co-create, implement and analyze a DTR tool and strategy, that aligns with SQR's evaluation process.	Written documentation of meetings, coaching workshops, implementation of SQR, and trainings. Focus groups and YPAR activities.	64 hours Oct 1-May 30  <i>Approximately 2 hours per week</i>
Facilitate YPAR training and leadership development activities with All City Council and Meaningful Student Engagement. Liaise between All City Council [ACC], the Meaningful Student Engagement initiative [MSE] and SQR process and broader Quality Community Schools Development [QCSD] work.	Written documentation of workshops and assemblies. End-of-workshop evaluations for each workshop.	80 hours Oct 1-May 30  <i>Approximately 2.5 hours per week</i>
Regular skill building, research design and leadership development team meetings and additional leadership development meetings and activities within DTR and with ACC, MSE, and QCSD.	Agendas, reports and minutes from meetings.	100 hours Oct 1-May 30  <i>Approximately 3 hours per week</i>

Search Results

Current Search Terms: Enter\* your\* specific\* search\* terminstitute\* for\* sustainable\* economic\* environme\*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.732.20130222-1427

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



## Search Results

### Current Search Terms: I-SEED

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.732.20130222-1427

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



**AMENDMENT ROUTING FORM**

**2012-2013**

**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.**

1. Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work has changed. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**
4. 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) phyllis.copes@ousd.k12.ca.us

**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 Zip 94612
Telephone	(510) 832-2218	Email	bouapha@gmail.com		

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

Original Contract Amount	\$ 20,000.00	Original PO Number	P1304298		
Amended Amount	\$ 10,000.00	New Requisition #	R0312369		
New Total Contract Amount	\$ 30,000.00	Start Date	10/15/2012	End Date	06/30/2013
Pay Rate Per Hour (Required)	70.00	Number of Hours (Required)	142.86		

**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
9141	Stuart Foundatio	9561442201	5825	\$ 2,900.00
✓ 0509	TIER 3 CAHSEE	9561110216	5825	\$ 3,100.00
0000	Unrestricted	9561110201	5825	\$ 4,000.00

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

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

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

1.	<b>Site Administrator or Manager</b>	Name	Raquel Jimenez	Phone	5102731563	Fax	5102731581	
	Site / Department	922/Family, School and Community Partnerships Department						
2.	Signature				Date Approved			
	<b>Resource Manager, if using funds managed by:</b> <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	3/7/13		
3.	<b>Regional or Executive Officer</b>							
	Signature				Date Approved	3/7/2013		
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000						
	Signature				Date Approved	3-13-2013		
5.	<b>Superintendent or 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	P1304298		





Board Office Use: Legislative File Info.	
File ID Number	12-2926
Introduction Date	Jan 9, 2013
Enactment Number	13-0031
Enactment Date	1-9-13



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

Community Schools, Thriving Students

## Memo

**To** The Board of Education

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

**Board Meeting Date**  
(To be completed by Procurement) Jan 9, 2013

**Subject** Professional Services Contract -  
Institute for Sustainable Econom Oakland CA (contractor, City State)  
922/Family, School, and Community Partnerships Dept. (site/department)

**Action Requested** Ratification of a professional services contract between Oakland Unified School District and Institute for Sustainable Economic, Environment. Services to be primarily provided to 922/Family, School, and Community Partners! for the period of 10/15/2012 through 06/30/2013.

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

Ratification by the Board of Education of a Professional Services Contract between District and 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 October 15, 2012 through June 30, 2013, in an amount not to exceed \$20,000.00.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Institute for Sustainable Economic, Environment. Services to be primarily provided to 922/Family, School, and Community Partners for the period of 10/15/2012 through 06/30/2013.

**Fiscal Impact** Funding resource name (please spell out) AE Flex-Student Engagement  
not to exceed \$20,000.00

**Attachments**

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

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	12-2926
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OAKLAND UNIFIED  
SCHOOL DISTRICT

### PROFESSIONAL SERVICES CONTRACT 2012-2013

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

1. **Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 10/15/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Twenty Thousand Dollars (\$20,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  1. Individual consultants:
    - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
    - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
    - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
  2. Agencies or organizations:
    - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A which shall not exceed a total cost of \$ \_\_\_\_\_.
6. **CONTRACTOR Qualifications / Performance of Services.**

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

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

7. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

**OUSD Representative:**

Name: Raquel Jimenez

Site /Dept.: 922/Family, School, and Community Partnerships De

Address: 746 Grand Avenue

Oakland, CA 94610

Phone: (510) 273-1563

**CONTRACTOR:**

Name: Bouapha Toommaly

Title: Chief Financial Officer

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

**8. Invoicing**

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

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

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

**10. Insurance:**

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

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

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

**OR**

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

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

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12800 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
  1. **Tuberculosis Screening**
  2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: BT

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

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

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.  
  
CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.  
  
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplsearch.do>)

Summary of terms and compensation:

Anticipated start date: 10/15/2012 Work shall be completed by: 06/30/2013 Total Fee: \$ 20000

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos  
 President, Board of Education  
 Superintendent or Designee

Secretary, Board of Education

12-5-2012  
Date

Date

CONTRACTOR

Bouapha Toommaly  
Contractor Signature

1/14/12  
Date

Bouapha Toommaly Chief Financial Officer  
Print Name, Title

Certified:

Edgar Rakestraw, Jr. 1/10/13  
Edgar Rakestraw, Jr., Secretary  
Board of Education

File ID Number: 12-2926  
Introduction Date: 1-9-13  
Enactment Number: 13-0031  
Enactment Date: 1-9-13  
By: [Signature]

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Ratification by the Board of Education of a Professional Services Contract between District and 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 October 15, 2012 through June 30, 2013, in an amount not to exceed \$20,000.00.

SCOPE OF WORK

Institute for Sustainable Economic, Environm will provide a maximum of 428.50 hours of services at a rate of \$ 70.00 per hour for a total not to exceed \$20,000.00. Services are anticipated to begin on 10/15/2012 and end on 06/30/2013.

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

Institute for Sustainable Economic, Environmental, Educational Design (I-SEED) will train 8-10 student researchers in research methodology, presentation, outreach, and action steps towards institutional educational improvement. The student team will then present research findings and recommendations, and dialogue with school district and other government officials, Oakland students, and other relevant educational policy and community groups. The team will create a final project that includes a formal written report, video exhibit, and web site for distribution. OUSD is purchasing the following: 1) Monthly trainings, twice pre month, in the form of team meetings every other week, for a minimum of 180 training hours, 2) 60 hours of youth-adult coordination, site outreach, data collection, input and presentation, and 3) 45 hours of final product production and documentation of the research process.

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

This project will scan OUSD's Quality Standards for Full Service Community Schools to identify specific standards where youth voice is most informative, relevant, needed and appropriate to help inform the School Quality Review (SQR) process; recruit and train 6-8 student researchers in participatory action research and evaluation methodology, leadership, presentation, facilitation, and outreach skills and action steps; connect with, engage in inquiry and coach SQR lead evaluation teams, and youth at specific school sites identified for SQR for the 2012-13 school year, in order to co-create, implement and analyze an SQR tool and strategy; facilitate YPAR training and leadership activities with select middle school and elementary school pilot sites, liaise between All City Council (ACC), the Meaningful Student Engagement initiative (MSE) and SQR process and broader Quality Community Schools Development (QCSD) work.

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.
-



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.

# EPLS

Excluded Parties List System

**Search Results Excluded By**  
**Firm, Entity, or Vessel : Institute for Sustainable Economic, Environmental, Educational**  
**Design**  
**as of 02-Nov-2012 7:35 PM EDT**

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**Your search returned no results.**



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 11/21/2012

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

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

<b>PRODUCER License # 0E67768</b> IOA Insurance Services - SF 3875 Hopyard Road, Suite 240 Pleasanton, CA 94588	<b>CONTACT NAME: Selena Mercado</b> PHONE (A/C, No, Ext): (925) 660-1395      FAX (A/C, No): (925) 416-7869 E-MAIL: ADDRESS:														
<b>INSURED</b>  Institute for Sustainable Economic, Educational, and Environmental Design 1625 Clay Street Oakland, CA 94612	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: <b>Great American Insurance Company</b></td> <td style="text-align: center;"><b>16691</b></td> </tr> <tr> <td>INSURER B: <b>Sentinel Insurance Company, Ltd.</b></td> <td style="text-align: center;"><b>11000</b></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: <b>Great American Insurance Company</b>	<b>16691</b>	INSURER B: <b>Sentinel Insurance Company, Ltd.</b>	<b>11000</b>	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

**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	GENERAL LIABILITY			PAC0307325	6/28/2012	6/28/2013	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</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>
A	AUTOMOBILE LIABILITY			PAC0307325	6/28/2012	6/28/2013	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			30WE1192ZR	6/28/2012	6/28/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				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)

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

**CERTIFICATE HOLDER**

Oakland Unified School District  
 1025 Second Avenue  
 Oakland, CA 94606

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Administrative Offices  
301 E 4th Street  
Cincinnati, Ohio 45202-4201  
tel: 513 369 5000

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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(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 WATER-CRAFT

**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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damages because of the injury described in paragraphs (1)(a) or (b) above; or

(d) arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) owned, occupied or used by,

(b) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees," "volunteer workers," any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) with respect to liability arising out of the maintenance or use of that property; and

(2) until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However:

a. coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. insureds;

b. claims made or "suits" brought; or

c. persons or organizations making claims or bringing "suits."

2. The General Aggregate Limit is the most we will pay for the sum of:

a. medical expenses under Coverage C;

b. damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard."

4. Subject to paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

## Basic Directions

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

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

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

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

**OUSD Staff Contact** Emails about this contract should be sent to: (required) [raquel.jimenez@ousd.k12.ca.us](mailto:raquel.jimenez@ousd.k12.ca.us)

## Contractor Information

Contractor Name	Institute for Sustainable Economic, Environ	Agency's Contact	Bouapha Toommalay				
OUSD Vendor ID #	1005855	Title	Chief Financial Officer				
Street Address	1625 Clay Street, Suite 600	City	Oakland	State	CA	Zip	94612
Telephone	(510) 832-2218	Email (required)	bouapha@gmail.com				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

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

Anticipated start date	10/15/2012	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 70.00	Number of Hours (required)	428.50		

## 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
0507	AE Flex-Student	9220506202	5825	\$ 20,000.00
			5825	\$
			5825	\$
<b>Requisition No. (required)</b>		R0307765	<b>Total Contract Amount</b>	
			\$ 20,000.00	

## 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.epis.gov/epis/search.do>)

1.	<b>Administrator / Manager (Originator)</b>	Name	Raquel Jimenez	Phone	(510) 273-1563
	Site / Department	922/Family, School, and Community Partnerships Dept.		Fax	273-1581
	Signature	<i>[Signature]</i>		Date Approved	10/31/12
2.	<b>Resource Manager, if using funds managed by:</b> <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature	<i>[Signature]</i>		Date Approved	2 NOV 2012
3.	<b>Regional Executive Officer</b>				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
4.	Signature	<i>[Signature]</i>		Date Approved	11/2/2012
	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant/Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
5.	Signature	<i>[Signature]</i>		Date Approved	12-5-2012
	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal Required if not using standard contract</b>		Approved	Denied - Reason	Date	
<b>Procurement</b>	Date Received		PO Number	P1301298	



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