Board Office Use: Le	gislative File Info.
File ID Number	15-0308
Introduction Date	3-25-15
Enactment Number	15-0-399 .
Enactment Date	3/25/50



Memo	
То	Board of Education
From	Antwan Wilson, Superintendent
<b>Boa</b> rd <b>Meeting Date</b> (To be completed by Procurement)	3/25/15
Subject	Professional Services Contract Amendment No1
	Board of Trustees of the Leland Stanford Junior University
	922/Community Schools and Student Services Dept (site/department)
Action Requested	Approval by the Board of Education of Amendment No. <u>1</u> to the Professional Services Contract between Oakland Unified School District and Board of Trustees of the Leland Stanford Junior University Services to be primarily provided to <u>922/Community Schools and Student Services Dept</u> for the period of <u>07/01/2014</u> through <u>06/30/2015</u> .
Background A one paragraph explanation of why an amendment is needed.	The John W. Gardner Center for Youth and Their Communities at Stanford University will conduct a three-year multi-method study examining early outcomes and on-going implementation of OUSD's Full Service Community Schools (FSCS) initiative. The scope of work covers Phase I of the evaluation to establish a clear description and shared understanding among stakeholders about the District's Full Service Community Schools' intended mission. vision , target audience, and outcomes. The Phase I work will help guide District leaders' efforts to scale-up and select appropriate implementation strategies to achieve OUSD's long-term ambition to become the nation's first full-service community school district.
Discussion One paragraph summary of the amended scope of work.	Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between the District and the Board of Trustees of the Leland Stanford Junior University, Palo Alto, CA, for the latter to conduct a three-year multi-method study examining early outcomes and on-going implementation of OUSD's Full Service Community Schools (FSCS) initiative. The attached revised scope of work gives an overview of the research outline for Phase II of the project for the Community Schools and Student Services Department for the period of July 1, 2014 through June 30, 2015, in the amount of \$56,000.00, increasing the agreement from \$75,000.00 to an amount not to exceed \$131,000.00. All terms and conditions of the agreement remain in full force and effect.
Recommendation	Approval by the Board of Education of Amendment No. <u>1</u> to the Professional Services Contract between Oakland Unified School District and Board of Trustees of the Leland Stanford Junior University Services to be
	primarily provided to <u>922/Community Schools and Student Services Dept</u> for the period of <u>07/01/2014</u> through <u>06/30/2015</u> .
Fiscal Impact	Funding resource name (please spell out)       9225/Kaiser Health & Wellness and         5848/Full Service Community Schools       not to exceed \$56,000.00
Attachments	<ul> <li>Contract Amendment</li> <li>Copy of original contract and any prior amendments</li> </ul>

Board Office Use: Le	gislative File Info.
File ID Number	15-0308
Introduction Date	3-25-15
Enactment Number	15-0399
Enactment Date	3/25/15 2/2



OAKLAND UNIFIED SCHOOL DISTRICT Community Schools Training Students

10/15

## AMENDMENT NO. <u>1</u> TO PROFESSIONAL SERVICES CONTRACT

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

Board of Trustees of the Leland Stanford Junior University

(CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 07/01/2014 and the parties agree to amend that Agreement as follows:

1.	Services:	The scope of wor	k is <u>unchanged</u> .		The scope of work has changed.
					d scope of work including measurable description of ts; attach additional pages as necessary.
	Revised scope o	f work attached. O	R The CONTRACTO	R agrees	to provide the following amended services:

The attached revised scope of work gives an overview of the research outline for Phase II of the evaluation project for the Full Service Community Schools (FSCS) initiative.

2.	Terms (duration):	The term of the contract is <u>unchanged</u> .	The term of the contract has changed.
		s changed: The contract term is extended by ded expiration date is 06/30/2015	an additional (days/weeks/months),
3.	Compensation:	The contract price is unchanged.	The contract price has changed.
	If the comper	sation has changed: The contract price is a	mended by

Increase of \$ 56,000.00 to original contract amount

Decrease of \$\_\_\_\_\_ to original contract amount

and the new contract total is One Hundred Thirty One Thousand dollars (\$ 131,000.00

 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 Board of Education and/or the Superintendent as their designee.

OAKLANDUNIFIED	CHOOL DISTRICT		CONTRACTOR	
President Board	Education	<u>3/26/15</u> Date	Contractor Signature	
Superintendent			Dis Gatherine Boxwell	
Chief or Deputy Ch	ief JAKLAI	Here of General Court		×
At	APPRO	Minus	Office of Sponsored Research	
Secretary, Board of Ec	lucation	Date Atici	mey al Law	
Rev. 9/17/14	Contract No./	R0153295	P.O. No.	

## EXHIBIT "A" SCOPE OF WORK

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

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

See attached Scope of Work for more detail for the research outline.

PHASE 11 - A STUDY OF EARLY OUTCOMES AND IMPLEMENTATION OF FU LLSERVICE COMMUNITY SCHOOLS IN THE OAKLAND UNIFIED SCHOOL DISTRICT.

The John W. Gardner Center for Youth and Their Communities at Stanford University will conduct a three year, multi-method study examining early outcomes and on-going implementation of OUSD's Full-Service Community Schools (FSCS) initiative. The present scope of work covers the twelve-month period between July 2014-June 2015 (Phase II). Analysis during the first phase of the project began to establish a clear description and shared understanding among stakeholders about the district's full service community schools' intended mission, vision, target audience, and outcomes. It also allowed OUSD and the Gardner Center to begin a strong research design and detailed work plan for assessing early system, school and student level outcomes. Phase II work will cover the first year of our research work in support of OUSD's long-term ambition to become the nation's first full service community school district.

- Complete design of research plan with consideration to OUSD and stakeholder review and feedback.

- Collect, organize, clean and analyze administrative data from OUSD related to assessing student and school outcomes at participating full service community schools.

- Collect site-I evel qualitative data to inform implementation research (e.g. interviews/focus groups with school staff, students, and fami lies). This will also involve designing needed research instruments (e.g. interview protocol) and may involve review of site level documents (e.g. partner agreements, school newsletters, etc.).

- Execute data use agreements with partners, as necessary.

- Collect, clean, organize and analyze partner data as needed to inform research, including working with partner organizations to support data collection and transfer.

- Produce report and presentation with key findings to share with stakeholder groups.

#### Amendment to Professional Services Contract

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

Phase II of the Full Service Community School Evaluation will help guide the District's efforts to scale-up and select appropriate implementation strategies to achieve long-term ambition to become the nation's first full-service community school district.

3.		nent with District Strategic Plan: Indicate the goals a Ill that apply.)	and	visions supported by the services of this contract:
		sure a high quality instructional core		Prepare students for success in college and reers
		velop social, emotional and physical health		Safe, healthy and supportive schools
	_	eate equitable opportunities for learning h quality and effective instruction		Accountable for quality
		in quality and effective instruction		Full service community district
4.	Alignm	nent with Community School Strategic Site Plan –	CSS	SP (required if using State or Federal Funds):
	Please	select:		
		tion Item included in Board Approved CSSSP (no a er:	ddit	ional documentation required) – Item
		tion Item added as modification to Board Appro source Manager either electronically via email of scan		<b>CSSSP</b> – Submit the following documents to the documents, fax or drop off.
	a.	Relevant page of CSSSP with action item highlighted modification date, school site name, both principal ar		
	b.	Meeting announcement for meeting in which the CSS	SSP	modification was approved.
	C.	Minutes for meeting in which the CSSSP modification	ı wa	s approved indicating approval of the modification.
	d.	Sign-in sheet for meeting in which the CSSSP modified	catio	on was approved.

## Addendum

Professional Services Contract Amendment between District and Leland Stanford Junior University for the Full Service Community Schools (FSCS) Initiative Evaluation: Phase II

## 8. Please modify the clause to read:

"Invoices shall include, but not be limited to: Consultant names, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, brief description of services provided, and current and cumulative charges." It will also include a certification reading, 'I hereby affirm that the above bill is correct and just, and that payment thereof has not been received.' – signed by an official of the University.

## 13. Anti-Discrimination.

Please remove the language requiring Stanford to comply with OUSD policy. Stanford's antidiscrimination policy should cover all the bases, and we don't know the OUSD policy.

## 15. Indemnification. Please modify this clause to read:

OUSD will indemnify, defend, and hold harmless Contractor, their respective trustees, directors, employees, agents, volunteers, subcontractors, and students ("Indemnitees") from any liability, damage, loss, or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands, or judgments arising out of or connected with this Agreement or the research done under this Agreement, except to the extent that the liability is due to the negligence and willful misconduct of Contractor. Contractor will promptly notify OUSD of any claim and will cooperate with OUSD in the defense of the claim. OUSD will defend against any claim with respect to which OUSD has agreed to indemnify Contractor. This indemnity will not be deemed excess coverage to any insurance or self-insurance Contractor may have covering a claim. OUSD's indemnity will not be limited by the amount of OUSD's insurance. The provisions of this clause will survive termination of this Agreement.

### 16. Copyright/Trademark/Patent/Ownership.

Please delete this clause in its entirety and substitute the following: OUSD agrees that Contractor shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Contractor in the performance of the project and developed using Contractor's facilities and personnel ("Contractor Technology"). Contractor agrees that OUSD shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by OUSD personnel and using OUSD facilities under this Agreement ("OUSD Technology"). Technology that is jointly developed by Contractor and OUSD personnel, or developed solely by Contractor but involving more than incidental use of OUSD's facilities, shall be jointly owned ("Joint Technology"). Contractor shall grant to OUSD an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Agreement, for non-commercial, academic, or research purposes.

18. Termination. Please revise to read:

In the event of termination OUSD will pay for costs incurred and non-cancelable commitments through the date of termination. Upon termination, Contractor shall make all reasonable efforts to mitigate costs. Contractor will furnish all necessary reports of research completed or in progress through the date of termination.

19. Conduct of Consultant.

Please identify the Consultant as Prof. Prudence Carter as this language applies to her and her staff. I cannot sign on behalf of the whole University signifying compliance. It would be better if there were a separate agreement covering this.

- 22. Limitation of OUSD Liability. Please delete this clause in its entirety.
- 23. Confidentiality. Again, this would be better covered in a separate agreement between OUSD and the Consultant.
- 24. Conflict of Interest.

Stanford can only comply with its own policies around conflict of interest. We agree to be subject to regulations, statutes or other laws regarding conflict of interest, but we cannot agree to be bound by OUSD's policies.

26. Litigation.

Please change the title of this clause to "Governing Law" and modify it to read "This agreement is governed by the laws of the State of California, without regard to its conflict of laws doctrine. Any legal action involving this Agreement will be adjudicated in the State of California."

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

Oakland Unified School District Page 2

## OAKLAND'S FULL-SERVICE COMMUNITY SCHOOLS (FSCS): DRAFT RESEARCH OUTLINE, SEPTEMBER 23, 2014

## Overview

Oakland's Full-Service Community Schools (FSCS) are designed to provide a safe, healthy, supportive school, high quality and effective instruction, and opportunities for college and career readiness for every Oakland public school student. The FSCS design implementation devotes special attention to providing wraparound supports to students and fostering a school climate conducive to academic, social and emotional learning. FSCS interventions span in-school and out-of school time, including students' families, to ensure that all students have the supports needed to be in class ready to learn and to develop the skills, habits, and mindsets that are preconditions to academic and social success.

As OUSD transitions to full-scale FSCS implementation, District leaders need to document and assess their current efforts with an eye to improving policies and practices that will help all schools reach the initiative's goals. To this end, OUSD and the John W. Gardner Center for Youth and Their Communities (Gardner Center) at Stanford University are partnering in a mutually supportive multi-method research collaboration that aims to improve understanding of the initiative's design elements, implementation, and students' outcomes in early-implementing schools to support effective scale-up strategies over the next three years. The Gardner Center's extensive prior experience with community schools evaluation research, as well as our collaborative research approach, involving deep partnerships with youth-serving organizations with the goal of generating actionable knowledge that bridges the gap between research, practice, and policy, position us well to support OUSD in this effort.

The initial six months of this collaboration between OUSD and the Gardner Center focused on articulating the initiative's Theory of Change and developing a Systems Strategy Map. Below, we outline a research plan for the 2014-15 academic year, followed by a set of guiding questions for our research collaboration over the next three years and a brief discussion of our collaborative approach.

## **Research Outline**

## Plan for Academic Year 2014-15

During the 2014-15 academic year, we propose to focus our research efforts in the following three areas (described more fully, below):

- 1. Analyze OUSD administrative data to examine patterns of student performance outcomes across early-adopting FSCSs.
- 2. Work with OUSD and partner organizations to collect site-level data reflecting the supports and services students have access to by virtue of being at a community school.

John W. Gardner Center for Youth and Their Communities Stanford Graduate School of Education 365 Lasuen Street Stanford, CA 94305-3083 Email: gardnercenter@lists.stanford.edu Phone: (650) 723-3099 Fax: (650) 736-7160 jgc.stanford.edu  Conduct site-level implementation research at a sample of early-adopting FSCS sites to begin to determine patterns and degrees of implementation, as well as important early "lessons learned" to inform district planning.

**Student Outcomes** As a first order, we will use OUSD administrative data to examine patterns of student performance outcomes at FSCSs on a range of indicators as directed by the FSCS design and theory of change. We will take the 2009-10 school year as a baseline, and initially examine patterns of change at the school and district level during the following four years, including 2013-14. This first look at student outcome patterns will help to anchor our inquiries into the site-site-level provision of FSCS supports and services, as well as FSCS implementation, (discussed below). Indicators examined, disaggregated by race, gender, and English learner status, may include:

- Student attendance patterns
- Student discipline patterns, including school suspensions
- Grade-level reading (elementary schools)
- Middle school readiness patterns (8<sup>th</sup> Grade on-track)
- High school readiness patterns (CAHSEE pass rates, 10<sup>th</sup> Grade on-track)
- Four, Five, and Six year graduation rates, by school (State CDE data)
- College and career readiness patterns (A-G completion, post-secondary enrollment)
- Student and teacher perceptions of school climate (CHKS)

Note that this initial analysis of student outcomes will not allow us to directly link these student outcomes to specific elements of FSCS. However, we hope that the collection of FSCS services data described below will lay the groundwork for linking to student outcome data in the following phase of this project.

**FSCS Supports and Services (Design Inputs)** During the 2014-15 academic year, the Gardner Center will work with OUSD and FSCS partners to collect site-level data, and to the extent available, student-level data, identifying the supports and services being offered in strategic programmatic areas for a sample of early-adoption FSCS sites. We anticipate identifying three tiers of data: 1) type and quantity of programs offered; 2) aggregate participation data (e.g. the number of students that participated in a given program); and 3) student-level participation data. In the 2014-15 academic year, depending on the availability and quality of this data, we plan to perform analysis describing the breadth and depth of supports (e.g., programs and services) available to students through FSCS implementation and identify the extent to which students (in aggregate) are participating in available programs. These 2014-15 site-level data collection efforts will pave the way to the next phase of the research, in which we will more directly examine the relationship between patterns in FSCS implementation and student and school outcomes. In subsequent years, if the data permit, we hope to link individual-level program participation data with student outcome data for a sample of school sites.

OUSD's FSCS theory of change identifies seven key areas of support for students: school culture and climate; youth leadership; school readiness and transitions; family engagement and supports; academic and social-emotional learning; expanded learning; and health and wellness. The extent of data collected during the 2014-15 will depend in part upon access to and quality of existing data at the various sites. We propose to prioritize the following programmatic areas:

- Health & Wellness (e.g., Primary health & dental)
- Behavioral Health (e.g., Positive Behavioral Intervention and Supports (PBIS), Restorative Justice at the Middle and High School Levels, SEL at the Elementary School Level)
- Expanded Learning (e.g., linked learning, AAMA initiative, District OST)
- Family Engagement (e.g. family outreach programs, parent participation data)

#### Early Implementation Patterns and Practices

Throughout our collaboration, OUSD has expressed a strong interest in research to help describe, assess, and explain "what is happening and why" across early-adopting FSCS sites, in order to inform practice and scale-up. During the 2014-15 academic year, our early implementation research will focus on describing how the theory-in-action (implementation) compares to the theory-of-change (FSCS design), identifying variations in FSCS implementation across school sites, and, ultimately, capturing site-level insight into patterns, practices, and strategies that could inform district scale-up efforts. Examining these early patterns can also provide important insight and context for understanding the student and school-level outcomes discussed above. Additionally, as OUSD has articulated a keen interest in the ways in which FSCS model supports teaching and learning goals, this first year of inquiry will explore this theme at the site level.

The OUSD theory of change identifies several key programmatic areas, as well as key strategy areas. During the 2014-15 academic year, we propose to focus our implementation research on a select sample of early-adopting sites, as well as select key design elements. These elements may include the following:

- Supports and services (e.g. student supports, family resources)
- Coordination (e.g., practices and strategies related to increased site-level coordination)
- Partnerships (e.g., practices and strategies related to the strategic alignment of partner supports and services to school goals and student outcomes)
- Collaborative Leadership (e.g., practices and strategies to support collaborative leadership among key FSCS site-level staff such as principals, CS Managers, teachers)

## Guiding Research Questions

Through a series of meetings and consultations with OUSD, the Gardner Center has identified the following research questions to guide our study over the next three years.<sup>1</sup>

- 1. How is the FSCS model being implemented across OUSD school sites?
  - a. How many students are early-adopting FSCS sites reaching and what are the demographics of these students?
  - b. What key design elements of the OUSD FSCS model have been implemented as of the 2013-14 academic year in early-adopting sites?
    - i. What key programmatic elements (e.g., programs, services and supports) of FSCSs have been implemented across school sites?
    - ii. What strategies and practices (e.g., coordination, collaborative leadership) associated with the FSCS model have been implemented across sties?
  - c. How does implementation vary across sites? In what ways are preliminary patterns of implementation across school sites emerging?
  - d. What site-level practices or strategies support FSCS implementation and what factors or conditions hinder it?
- 2. As of the 2013-14 academic year, what patterns in student and school outcomes are emerging across early-adopting schools? Possible outcomes to consider pending data availability include:
  - a. School climate
  - b. Support for teaching and learning initiatives
  - c. Interim student outcomes (e.g., School Attendance/Chronic Absence reduction; Suspensions and Expulsions; SEL outcomes; Middle School Readiness (8<sup>th</sup> Grade on-track); High School 9<sup>th</sup>-10<sup>th</sup> Grade, on Track)
  - d. Long term student outcomes (e.g., Academic achievement (at the exit point for Middle and High School); High School Completion; College and Career Ready Graduation (e.g., A-G completion rates, College enrollment)

Ultimately, in years 2-3 of this project, we aim to be able to link student outcomes with implementation of key design elements (e.g., programs and supports) in order to understand which elements are most closely associated with improved student and school outcomes. The work conducted over the 2014-15 academic year will set the groundwork for this type of analysis. The ability to make associations between FSCS components to student outcomes will depend largely on the availability and quality of data obtained from the district and partners, and the feasibility of linking data reflecting program participation/service receipt with OUSD academic data files. Linking these data would allow us to explore, research question 3:

- 3. How are student and school-level outcomes associated with the implementation of key FSCS design elements (e.g., programs, services, and supports)?
  - a. What design elements of the FSCS model are most closely associated with improved student and school outcomes? How does this vary over time?

<sup>&</sup>lt;sup>1</sup> Note that the extent to which we can answer each of these questions will depend, in part, upon the available data and resources.

## Collaborative Cycle of Inquiry

As noted above, this research collaboration is informed by the principles of design-based implementation research (DBIR).<sup>2</sup> Adapted to the Oakland context, the core mission of a DBIR study is to marry elements of a summative assessment of student level outcomes to a more formative and on-going assessment of FSCS implementation. This combination of summative and qualitative research elements focuses on the relationship of FSCS program design to resources, administration, program services, and, ultimately to long-term system, setting, and student-level outcomes.

Following the design-based implementation research approach, we propose an ongoing collaborative cycle-of-inquiry with OUSD. Specifically, we plan to regularly communicate progress and early findings on agreed topical issues to OUSD administrators and/or additional audiences as appropriate to gain feedback, engage in shared reflection, and direct next steps. The frequency and timing of these meetings may depend on the availability of data and the research process, but could include quarterly "update" meetings as a baseline, and twice yearly emerging findings briefings to OUSD administrators and/or a broader audience. We anticipate that these discussions and early learnings will continuously inform the design of research activities throughout the collaboration to ensure that the research is as relevant and timely as possible.

<sup>&</sup>lt;sup>2</sup> As Fishman and Penuel note in the 2013 Yearbook for the National Society for the Study of Education, DBIR challenges education researchers to break down barriers between sub-disciplines of educational research (e.g., sociology, anthropology, or political science) that tend to isolate those who design and study innovations within school districts or classrooms from those who study the impact and diffusion of innovations. It also aims to bring both the researcher and practitioner into collaborative and iterative cycles of inquiry about policy development and implementation "in ways that make it more likely that practitioners can adapt innovations productively to meet the needs of diverse students; and that durable research–practice partnersihps can adapt and sustain innovations that make a difference. Source: Fishman, B. J., Penuel, W. R., Allen, A., Haugan Cheng, B., & Sabelli, N. (2013). Design-based implementation research: An emerging model for transforming the relationship of research and practice. *National Society for the Study of Education, 12*(2), 136-156.

A	CORD <sup>®</sup> CERT	IFIC	ATE OF LIA	BIL	ITY IN	SURA	NCE		(MM/DD/YYYY) 6/2014
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Cert Eval	ficate is issued for the duration of the Full Service Co uation. It is estimated the term of the res. project is . and Unified School District, its officers, agents and en and liability self-insured retention	for July 1, 20	bois Research - Phase 1 of the Star 14 through June 30, 2015.	nford Unive	ensity Office of Sp	onsored Research			
CE	RTIFICATE HOLDER			CAN	CELLATION	1			
	OAKLAND UNIFIED SCHOOL DISTRICT 900 HIGH STREET OAKLAND, CA 94601			THE	EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE IEREOF, NOTICE WILL CY PROVISIONS.	CANCEL BE D	LLED BEFORE ELIVERED IN
				of Man	RIZED REPRES		Seo 14h. Qu	ut	

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AGENCY CUSTOMER ID: 025193

LOC #: San Francisco

# ACORD

## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH RISK & INSURANCE SERVICES		BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, ET AL.					
POLICY NUMBER		C/O RISK MANAGEMENT DEPARTMENT 215 PANAMA STREET, BLDG D JUNIPER MODULAR					
CARRIER	NAIC CODE	STANFORD, CA 94305					
		EFFECTIVE DATE:					
ADDITIONAL REMARKS							
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC FORM NUMBER: 25 FORM TITLE: Certificate of Li		ance					

CONTINUED FROM DESCRIPTION SECTION:

GENERAL LIABILITY IS SELF-INSURED FOR \$2,000,000 EACH OCCURRENCE. AUTOMOBILE LIABILITY IS SELF-INSURED FOR \$1,000,000 EACH ACCIDENT.

# AMENDMENT ROUTING FORM 2014-2015 PROFESSIONAL SERVICES CONTRACT AMENDMENT NO. \_\_\_\_



## Directions

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

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

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

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

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

	Contrac	tor Inform	ation					
Contractor Name	Board of Trustees of the Leland Stanford Junior University	Agency Contac		Catherine I	Boxwell			
OUSD Vendor ID #	1006294	Title		Senior Con	tract and	Grant O	fficer	
Street Address	3145 Porter Drive	City	Palo A	Alto	State	CA	Zip	94304
Telephone	(650) 725-6864	Email (required)	b	oxwell@stanf	ord.edu			

Cor	npensation and	Terms - Must be wit	thin the OUS	D Billing Guidelines	
Original Contract Amount	\$ 75,000.00	Original PO #	P1504330	New Requisition #	R0153295
Amended Amount	\$ 56,000.00	Start Date	07/01/2014	End Date	06/30/2015
New Total Contract Amount	\$ 131,000.00	Pay Rate Per Hour		# of Hours	

	thurse a	n alamaina ta multi funda an		nformation	and Canada an	0#		an an tatatan		
R	esource #	re planning to multi-fund a co Resource Name	Org K			Ollice <u>belore</u> Object Code	completing	Amount		
	9225	Kaiser H&W	922121			5825	\$ 31,00	0.00		
	5848 Full Service Comm 922152			3201		5825	\$ 25,00	0.00		
				-		5825	-			
			Approval and Routing (	in order of approv	al steps)		- 1			
	tional service ased by Proc	es above original contract can curement.	not be provided before the a	mendment is fully app	roved and	the Purchase	Order amo	unt has been		
	Administra	ator / Manager (Originator)	Name Andrea Busta	amante	Phone	(510) 273-1	575			
1.	Site/Depart	ment (Name & #) 922/Comm	inity Schools and Student	Services Dept	Fax	(510) 273-1	501			
	Signature	and one	Ve	Date	Approved					
	Resource	Resource Manager, if using funds managed by: State and Federal Quality, Community, School Development E Community Schools and Student Services								
2.	Scope o	f work indicates compliant us	e of restricted resource and i	s in alignment with sc	hool site p	lan (CSSSP)				
2.	Signature			Date	Date Approved					
	Signature (	if using multiple restricted resources	Date	Date Approved						
-	Network S	uperintendent/pepatyNetv	ork Superintendent							
3.	Signature	Kuit	ur Jacky	Date	Approved					
	Chiefs / De	eputy-Shiefs Consultant Ag	gregate EUnder Dover \$84,	00						
4.		described in the scope of wa				0	100	1.		
	Signature	KIM)	Run	Date	Approved	×	123	115		
5.	Superinter	ndent, Board of Education	Signature on the legal contra	nct						
Lega	Required	if not using standard contract	Approved	h Denied - Reason			Date	2/12/15		
Proc	urement	Date Received	11	PO Number	r			11		

OAKLAND UNIFIED SCHOOL DISTRICT



# Community Schools, Thriving Students

Legislative Information Center

Legislation	Calendar	Board	d of Education	Bodies	People	Distri	ct Home		
Terrenzeni		/							Share 🖾 RSS
Details Rep	oorts								
File #:	14	-2105	Version:1		Name:		Trustees of Service Co	al Services Contra of Stanford Univer ommunity Schools nd Student Servic	sity - Full - Community
Туре:	Ag	reement	or Contract		Status:		Passed		
File created:	9/	23/2014			In contr	ol:	Academic	<u>s</u>	
On agenda:	12	/10/2014	ł		Final act	ion:	12/10/20:	14	
Enactment date: 12/10		12/10/2014		Enactme	Enactment #: 14		14-2013		
Title:	of Th Fu re	Trustees heir Comm Ill Service ference a	of Stanford Uni nunities, for the Community Sch	versity, Palo latter to con lools in the I et forth, for t	Alto, CA, or duct Phase District, as d the Commun	behalf of II - A Strescribed ity Scho	of the John W. O udy of Early Out in the Scope of ols and Student	veen the District a Gardner Center fo comes and Imple Work, incorporat Services Departn \$75,000.00.	r Youth and mentation of ed herein by
Attachments:			Professional Ser Schools - Comr					niversity - Full Se	rvice
Contact:	Ar	ndrea.Bus	tamante@ousd.	k12.ca.us					
History (1)	Text								
1 record Group	p Export								
Date 👻 Ver	. Action B	1	Action			Result	Action Details	Meeting Details	Video
12/10/2014 1	Board o	f Educatio	on Adopted on Report	the General	Consent	Pass	Action details	Meeting details	Not available

https://ousd.legistar.com/LegislationDetail.aspx?ID=2076257&GUID=DF4D5A10-FDB3-413D-BE04-F0373D14A...

Board Office Use: Le	egislative File Info.
File ID Number	14-2105
Introduction Date	12-10-14
Enactment Number	14-2013
Enactment Date	12/10/14 12/2



OAKLAND UNIFIED SCHOOL DISTRICT Community Schools, Thriving Students

Memo	
То	Board of Education
From	Antwan Wilson, Superintendent
<b>Board Meeting Date</b> (To be completed by Procurement)	12/19 M
Subject	Professional Services Contract - Board of Trustees of the Leland Stanford Junior University
	- 922/Family, School, and Community Partnerships (site/department
Action Requested	Ratification of professional services contract between Oakland Unified School District and Board of Trustees of the Leland Stanford Junior University Services to be primarily provided to <u>922/Family, School, and Community Partnerships</u> for the period of <u>07/01/2014</u> through <u>06/30/2015</u> .
<b>Background</b> A one paragraph explanation of why the consultant's services are needed.	The John W. Gardner Center for Youth and Their Communities at Stanford University will conduct a three-year multi-method study examining early outcomes and on-going implementation of OUSD's Full Service Community Schools (FSCS) initiative. The scope of work covers Phase I of the evaluation to establish a clear description and shared understanding among stakeholders about the District's Full Service Community Schools' intended mission. vision , target audience, and outcomes. The Phase I work will help guide District leaders' efforts to scale-up and select appropriate implementation strategies to achieve OUSD's long-term ambition to become the nation's first full-service community school district.
Discussion One paragraph summary of the scope of work.	Ratification by the Board of Education of a Professional Services Contract between the District and the Board of Trustees of the Leland Stanford Junior University, Palo Alto, CA, for the latter to conduct a three-year multi-method study examining early outcomes and on-going implementation of OUSD's Full Service Community Schools (FSCS) initiative. The attached scope of work covers Phase II of the project to complete the design of research plan with consideration to OUSD related to assessing student and school outcomes at participating full service community schools; site-level qualitative data to inform implementation research; execute data use agreement with partners; and analyze partner data to inform research including work from partner organizations to support data collection and transfer for the Community Schools and Student Services Department for the period of July 1, 2014 through June 30, 2015, in an amount not to exceed \$75,000.00.
Recommendation	Ratification of professional services contract between Oakland Unified School
	District and Board of Trustees of the Leland Stanford Junior University . Services to be primarily provided to 922/Family, School, and Community Partnerships
	for the period of <u>07/01/2014</u> through <u>06/30/2015</u> .
Fiscal Impact	Funding resource name (please spell out) 9225/Kaiser Health & Wellness not to exceed \$75,000.00
Attachments	<ul> <li>Professional Services Contract including scope of work</li> <li>Fingerprint/Background Check Certification</li> <li>Insurance Certification</li> <li>TB screening documentation</li> <li>Statement of qualifications</li> </ul>

Board Office Use: Leg	islative File Info.
File ID Number	14-2105
Introduction Date	12-10-14
Enactment Number	14-2013
Enactment Date	12/10/13 01



## **PROFESSIONAL SERVICES CONTRACT 2014-2015**

This Agreement is entered into between Board of Trustees of the Leland Stanford Junior University

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

- 1. Services: CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
- Terms: CONTRACTOR shall commence work on <u>07/01/2014</u>, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below <u>\$84,100</u> in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed <u>\$84,100</u>, whichever is later. The work shall be completed no later than 06/30/2015
- 3. Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Seventy Five Thousand

Dollars (\$75,000.00 ) [per fiscal year], at an hourly billing rate not to exceed \_\_\_\_\_\_ per hour. This sum shall be for

full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to,

labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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: N/A

which shall not exceed a total cost of

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

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

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

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

Requisition No. R0151561

OUSD Representative:	CONTRACTOR:	
Name: Andrea Bustamante	Name: Catherine Boxwell	
Site /Dept.: 922/Family, School, and Community Partnerships	Title: Senior Contract and Grant Onicer	
	Address: 3145 Porter Drive	
Oakland, CA 94610	Palo Alto CA 94304	
Phone: (510) 273-1569	Phone: (650) 725-6864	
Email: Andrea.Bustamante@ousd.k12.ca.us	Email: boxwell@stanford.edu	

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

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

#### 9. Insurance:

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

Check one of the boxes below:

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

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

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

#### OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 10. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 11. Assignment: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 12. Non-Discrimination: It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

- Drug-Free / Smoke Free Policy: No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
- 14. Indemnification: CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 15. Copyright/Trademark/Patent/Ownership: CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 16. Waiver: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 17. Termination: OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 18. Conduct of CONTRACTOR: By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
  - 1. **Tuberculosis Screening**: CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
  - 2. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

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

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

File ID Number: 14-210 Introduction Date: 12/10 Enactment Number: 14-2013 Enactment Date: 12/10/14 By: AL

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

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

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

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et sec. 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.

- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of 24. his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).
- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. Integration/Entire Agreement of Parties: This Agreement constilutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRIC President, Board of Education Superintendent or Designee

Secretary, Board of Education

CONTRACTOR Rumai Contractor Signature

**Catherine Boxwell** 

Senior Contract and Grant Officer

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

AND UNITED SCHOOL DIS DICT 1 1 2 un Attended to and

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

#### EXHIBIT "A" SCOPE OF WORK

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

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

See attached Scope of Work for more detail.

PHASE II - A STUDY OF EARLY OUTCOMES AND IMPLEMENTATION OF FULLSERVICE COMMUNITY SCHOOLS IN THE OAKLAND UNIFIED SCHOOL DISTRICT

The John W. Gardner Center for Youth and Their Communities at Stanford University will conduct a three year, multi-method study examining early outcomes and on-going implementation of OUSD's Full-Service Community Schools (FSCS) initiative. The present scope of work covers the twelve-month period between July 2014-June 2015 (Phase II). Analysis during the first phase of the project began to establish a clear description and shared understanding among stakeholders about the district's full service community schools' intended mission, vision, target audience, and outcomes. It also allowed OUSD and the Gardner Center to begin a strong research design and detailed work plan for assessing early system, school and student level outcomes. Phase II work will cover the first year of our research work in support of OUSD's long-term ambition to become the nation's first full service community school district.

- Complete design of research plan with consideration to OUSD and stakeholder review and feedback.
- Collect, organize, clean and analyze administrative data from OUSD related to assessing student and school outcomes at participating full service community schools.
- Collect site-level qualitative data to inform implementation research (e.g. interviews/focus groups with school staff, students, and families). This will also involve designing needed research instruments (e.g. interview protocol) and may involve review of site level documents (e.g. partner agreements, school newsletters, etc.).
- Execute data use agreements with partners, as necessary.
- Collect, clean, organize and analyze partner data as needed to inform research, including working with partner organizations to support data collection and transfer.
- Produce report and presentation with key findings to share with stakeholder groups.

# scope of work

July 2014 – June 2015

## PHASE II – A STUDY OF EARLY OUTCOMES AND IMPLEMENTATION OF FULL-SERVICE COMMUNITY SCHOOLS IN THE OAKLAND UNIFIED SCHOOL DISTRICT

## Background

At the request of district leaders in the Oakland Unified School District (OUSD), the John W. Gardner Center for Youth and Their Communities (Gardner Center) at Stanford University will conduct a threeyear, multi-method study examining early outcomes and on-going implementation of OUSD's Full-Service Community Schools (FSCS) initiative. The present scope of work covers the twelve-month period between July 2014-June 2015 (Phase II). Our analysis during the first phase of the project began to establish a clear description and shared understanding among stakeholders about the district's full service community schools' intended mission, vision, target audience, and outcomes. It also allowed OUSD and the Gardner Center to begin a strong research design and detailed work plan for assessing early system, school and student level outcomes. Our Phase II work will cover the first year of our research work in support of OUSD's long-term ambition to become the nation's first fullservice community school district. Research questions may include:

- 1. How is the community school model being implemented across schools in the district?
- 2. What is the relationship between community school model implementation, student supports, and school climate?
- 3. How and under what circumstances does the community school model support core instruction, teaching, and learning in implementing schools (e.g. implementation of academic initiatives, including examples such as the common core curriculum, and linked learning)?
- 4. In what ways does community school model implementation affect student outcomes?

To accomplish our Phase II activities, Gardner Center staff will work closely with OUSD's Family, Schools, and Community Partnership department on the following tasks:

- Complete design of research plan with consideration to OUSD and stakeholder review and feedback.
- Collect, organize, clean and analyze administrative data from OUSD related to assessing student and school outcomes at participating full service community schools.
- Collect site-level qualitative data to inform implementation research (e.g. interviews/ focus groups with school staff, students, and families). This will also involve designing needed research instruments (e.g. interview protocol) and may involve review of site-level documents (e.g. partner agreements, school newsletters, etc.).
- Execute data use agreements with partners, as necessary.
- Collect, clean, organize and analyze partner data as needed to inform research, including working with partner organizations to support data collection and transfer.

• Produce report and presentation with key findings to share with stakeholder groups.

## **Deliverables and Timeline**

Based on the activities outlined above, the Gardner Center proposes to develop and disseminate three deliverables during this 12 month period:

- 1. A report that documents findings for OUSD.
- 2. A Power Point presentation that synthesizes early findings to share and discuss with initiative leaders and other stakeholders as appropriate
- 3. A work plan for Phase III of the Study.

With the current \$100,000 budget we propose the following research timeline:

Timeline	Activity
September-	<ul> <li>Develop research plan with input from OUSD</li> </ul>
2014	Develop power point presentation for Community School Leadership Council
	<ul> <li>Review literature relevant to study plan</li> </ul>
	<ul> <li>Participant observation as appropriate</li> </ul>
October	<ul> <li>Complete research plan, integrating feedback from OUSD and stakeholders.</li> </ul>
2014	<ul> <li>File IRB with Stanford University</li> </ul>
	<ul> <li>Begin to review and clean data from OUSD</li> </ul>
	<ul> <li>Design qualitative study research instruments</li> </ul>
	<ul> <li>Begin to develop DUAs with relevant OUSD partner organizations</li> </ul>
	<ul> <li>Follow-up with OUSD about additional data</li> </ul>
	<ul> <li>Participant observation as appropriate</li> </ul>
November	Begin data meetings with partners
2014	· Finalize protocols and begin qualitative interviews and site-level data collection
	Continue developing DUA process with relevant OUSD partner organizations
	Continue reviewing data from OUSD
	<ul> <li>Participant observation as appropriate</li> </ul>
December	<ul> <li>Continue collecting qualitative and quantitative data</li> </ul>
2014	<ul> <li>Participant observation as appropriate</li> </ul>
January	Continue collecting qualitative and quantitative data
2015	<ul> <li>Participant observation as appropriate</li> </ul>
February	<ul> <li>Begin analysis of interview transcripts for emergent themes and patterns in</li> </ul>
2015	alignment with the theory of change
	Participant observation as appropriate
March 2015	Continue analysis
April 2015	Complete analysis
	Begin writing report on study findings
May 2015	Complete written report
	<ul> <li>Develop power point presentation to share findings with stakeholders.</li> </ul>
June 2015	<ul> <li>Share written report with OUSD and key stakeholders.</li> </ul>
	<ul> <li>Present power point presentation highlighting key findings to OUSD and stakeholders</li> </ul>

\*Key informant interviews and data request processes may shift the proposed timeline.

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 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.

Phase II of the Full Service Community School Evaluation will help guide the District's efforts to scale-up and select appropriate implementation strategies to achieve long-term ambition to become the nation's first full-service community school district.

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

## Addendum

Professional Services Contract between District and Leland Stanford Junior University for the Full Service Community Schools (FSCS) Initiative Evaluation: Phase II

8. Please modify the clause to read:

"Invoices shall include, but not be limited to: Consultant names, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, brief description of services provided, and current and cumulative charges." It will also include a certification reading, 'I hereby affirm that the above bill is correct and just, and that payment thereof has not been received.' – signed by an official of the University.

## 13. Anti-Discrimination.

Please remove the language requiring Stanford to comply with OUSD policy. Stanford's antidiscrimination policy should cover all the bases, and we don't know the OUSD policy.

15. Indemnification. Please modify this clause to read:

OUSD will indemnify, defend, and hold harmless Contractor, their respective trustees, directors, employees, agents, volunteers, subcontractors, and students ("Indemnitees") from any liability, damage, loss, or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands, or judgments arising out of or connected with this Agreement or the research done under this Agreement, except to the extent that the liability is due to the negligence and willful misconduct of Contractor. Contractor will promptly notify OUSD of any claim and will cooperate with OUSD in the defense of the claim. OUSD will defend against any claim with respect to which OUSD has agreed to indemnify Contractor. This indemnity will not be deemed excess coverage to any insurance or self-insurance Contractor may have covering a claim. OUSD's indemnity will not be limited by the amount of OUSD's insurance. The provisions of this clause will survive termination of this Agreement.

16. Copyright/Trademark/Patent/Ownership.

Please delete this clause in its entirety and substitute the following: OUSD agrees that Contractor shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Contractor in the performance of the project and developed using Contractor's facilities and personnel ("Contractor Technology"). Contractor agrees that OUSD shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by OUSD personnel and using OUSD facilities under this Agreement ("OUSD Technology"). Technology that is jointly developed by Contractor and OUSD personnel, or developed solely by Contractor but involving more than incidental use of OUSD's facilities, shall be jointly owned ("Joint Technology"). Contractor shall grant to OUSD an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Agreement, for non-commercial, academic, or research purposes.

18. Termination. Please revise to read:

In the event of termination OUSD will pay for costs incurred and non-cancelable commitments through the date of termination. Upon termination, Contractor shall make all reasonable efforts to mitigate costs. Contractor will furnish all necessary reports of research completed or in progress through the date of termination.

19. Conduct of Consultant.

Please identify the Consultant as Prof. Prudence Carter as this language applies to her and her staff. I cannot sign on behalf of the whole University signifying compliance. It would be better if there were a separate agreement covering this.

- 22. Limitation of OUSD Liability. Please delete this clause in its entirety.
- Confidentiality.
   Again, this would be better covered in a separate agreement between OUSD and the Consultant.
- 24. Conflict of Interest.

Stanford can only comply with its own policies around conflict of interest. We agree to be subject to regulations, statutes or other laws regarding conflict of interest, but we cannot agree to be bound by OUSD's policies.

26. Litigation.

Please change the title of this clause to "Governing Law" and modify it to read "This agreement is governed by the laws of the State of California, without regard to its conflict of laws doctrine. Any legal action involving this Agreement will be adjudicated in the State of California."

OAKLAND UNIFEE SCHOOL DISTRICT subal Counsel SHASTANCE Anomev at Law

# john w. gardner center for youth and their communities

Study of District-Wide Full Service Community School Title: Initiative, YR2

Project Period: 07/01/14 - 06/30/15

Sponsor: Oakland Unified School District

Date: 8/22/2014

Name I	Role on Project		Percent Effort	Amount
1. P. Carter	Pl - academic		2%	
2. M. Carew	Sr. Comm Enga	agement Assoc	10%	
3. J. de Velasco	Associate Direc	tor	1%	4
4. J. Leos-Urbel	Assoc Dir_Res		10%	
5. K. Fehrer	Qualitative Res	earcher	25%	
6. J. Henderson	Policy Analyst		20%	
Salaries				65,990
Benefits	31.05%	10		20,490
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		Total Travel		
Operating Costs:				
1. Publication (Brief; PF	T)			-
2. Meeting Expenses				476
3. Prof Services				-
4. Incentives				
	Total O	perating Costs:		476
	То	tal Direct Costs		86,956
Facilities & Administrat	ve (F&A)	15%		13,044
		tal Project Cost		100,000

Fringe Rates Staff 31.05%

#### **Research Prospectus**

#### **Oakland Community Schools Evaluation**

The Oakland Unified School District (OUSD) is in the fourth year of a five-year initiative to design, pilot, and elicit broad organizational and community support for implementing a full-service community schools approach at every district school. Both in its scale and ambition, OUSD's initiative to become a "Community School District" is a first-in-the nation effort by a large urban school system. Oakland's Full-Service Community Schools (FSCS) are designed to provide a safe, healthy, supportive school, high quality and effective instruction, and opportunities for college and career readiness for every Oakland public school student. As OUSD transitions from a developmental stage to full-scale implementation, District leaders need to document and assess their current efforts with an eye to Improving policies and practices that will help all schools reach the initiative's goals. To this end, OUSD and the John W. Gardner Center for Youth and Their Communities (Gardner Center) at Stanford University propose to partner in a set of mutually supportive multi-method studies that will describe the initiative's design elements, describe students' outcomes in early-implementation schools, and conduct a prospective implementation study to support effective scale-up strategies over the next three critical years for the initiative.

#### **Descriptive Study and Evolving Theory of Change**

Given the district's size and complexity, OUSD leaders initiated the drive to a full-service community school district with a multi-year planning and piloting phase that began implementation in August, 2010. During this initial phase, the District elaborated and modified its initial theory of change, both in response to learning from its early pilots, and to extensive community feedback. Early efforts included the implementation of all FSCS design elements in early-adoption schools, and in the case of secondary schools, the phased systemwide implementation of specific FSCS elements (e.g., school-based health centers at all high schools). These initial efforts need description and the operating theory of change needs updating to ensure that all partners have a shared current understanding about the initiative's forward-looking mission, vision, target audience, and intended outcomes.

#### **Formative Evaluation**

Shared understanding is especially important as OUSD prepares to scale the FSCS design district wide. Further, as OUSD begins to plan for a full scale-up of its FSCS design, District leaders need an assessment of early results from the formative efforts in early-adoption sites. OUSD and the Gardner Center will co-construct an actionable evaluation framework, including research questions. Research questions might include:

- To what extent do students and families access supports (e.g. programs and services) at the initial full-service community schools and in which combinations?
- What are the demographic characteristics of students and families who are not accessing supports at the full-service community schools?
- Are there differences in academic achievement, school attendance, or discipline outcomes associated with program participation? In what ways are these differences connected to parent or student feelings of school connectedness, and the climate for learning at program sites?

Relying on individual-level student data from OUSD and its service providers, the Gardner Center will examine participation patterns in the services and programs offered as well as the potential links between participation and student outcomes. The Gardner Center will employ descriptive statistical analyses and regression modeling drawing on student-level information from the Youth Data Archivea Gardner Center initiative that integrates individual-level administrative data and school climate data from various sources and agencies (McLaughlin & London, 2013). These analyses will focus on understanding how the combination of supports offered at community school sites relates to student outcomes, rather than an evaluation of individual FSCS components.

This analysis will provide timely information about the influence of programs and services on students at early-adoption FSCS schools, which can help to guide or inform modification of implementation activities going forward. In future years, analysis of similar data will enable a longitudinal perspective on participation patterns and educational outcomes as the FSCS program expands district wide.

#### Implementation Study

Finally, the Gardner Center proposes to partner with OUSD to conduct an implementation study, both of its ramp-up efforts over the last four years, and scale-up efforts over the next three years. The core mission of implementation research is to describe, assess, and explain "what is happening and why." With a more accurate theory of change guiding the work and the research, the implementation study will seek to understand the "theory in use." In what ways do the strategies outlined in the theory of change play out in practice and what conditions appear to facilitate and hinder their intended outcomes. This study of the relationship of program design (see descriptive study above) to resources, administration, program services, and, ultimately long-term system, setting, and student-level outcomes will provide OUSD with critical and timely feedback to make adjustments to their plan.

Prior research demonstrates that program implementation takes time, and continuous adaptation, and that it is not until after several years that change can be expected in student achievement outcomes. The Children's Ald Society created a framework for understanding community schools development in four stages: exploring, emerging, maturing, and excelling. It can take multiple years for community schools to advance through these stages, and it is only in the final stage that a community school can expect to have fully integrated services and firm stakeholder buy-in to the vision and practice of community schools.<sup>1</sup> Therefore, it is important to follow the implementation process of OUSD's scale-up efforts and collect data on implementation inputs at the district, and school/community levels, in addition to student-level outcomes. In doing so, we will be sensitive to shifting state school accountability and finance systems over time, both of which appear to be creating an increasingly better implementation environment for full-service community schools.

<sup>&</sup>lt;sup>1</sup> Children's Aid Society (2011). Building community schools: A guide for action. <u>http://www.childrensaidsociety.org/files/upload-</u> docs/NCCS\_Building%20Community%20Schools.pdf

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Search Term : Board\* of trustees\* of the\* leland\* stanford\* junior\* university\* Record Status: Active

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of Marsh Risk &	Insurance Services

Lee Warburton

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AGENCY CUSTOMER ID: 025193

LOC #: San Francisco

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## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

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## Community Schools, Thriving Students PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

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