

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	19-1893
Introduction Date	10/10/2019
Enactment Number	19-1491
Enactment Date	10/10/2019



# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
SONDRA AGUILERA

**Board Meeting Date** 10/10/2019

**Subject** Professional Service Contract

**Contractor:** Philanthropic Ventures Foundation of Oakland, CA

**Services for:** 353-Oakland International High School

**Action Requested and Recommendation** Ratification by the Board of Education of a Professional Services Contract between the District and Philanthropic Ventures Foundation, Oakland, CA, for the latter to provide: we are partnering with PVF to bring arts integration activities into our school. OIHS teachers will work with content experts to design lessons, projects, and activities for our students that align with our Pathway focus for the period of 09/16/2019 through 06/01/2020 in an amount not to exceed \$23,000.00.

**Background** We need additional support providing access to Arts Integration activities to our Newcomer ELL students.  
*(Why do we need these services. Why have you selected this vendor?)*

**Competitively Bid** Was this contract competitively bid?  Yes  No  
If No, List Bid Exception: Professional Services Agreement under \$90.2K

**Fiscal Impact** Funding Resource name(s) (detailed below) not to exceed \$23,000.00.  
Resource Name(s) \$23,000.00 Measure G, Parcel Tax

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

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

## PROFESSIONAL SERVICES CONTRACT 2019-2020

This Agreement is entered into between Philanthropic Ventures Foundation (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 ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** The term of this Agreement shall be from 09/16/2019 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$92,600.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$92,600.00, whichever is later) to 06/01/2020. The work shall be completed no later than 06/01/2020.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twenty-Three Thousand Dollars and 00/100 Dollars (\$23,000.00) [per fiscal year], at an hourly billing rate not to exceed N/A 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 OUSD and in that case must be replaced by CONTRACTOR without delay.

4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
5. **CONTRACTOR Qualifications / Performance of Services:**
  1. **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.
  2. **Standard of Care:** CONTRACTOR represents 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 and in accordance with applicable law, code, rule, regulation, and/or ordinance.
    - i. CONTRACTOR shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

- ii. CONTRACTOR shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that CONTRACTOR or its employees may discover. CONTRACTOR shall use professional efforts in identifying any errors, inconsistencies, or omissions.
- 3. **District Approval.** The work completed herein must meet the approval of OUSD and shall be subject to OUSD's general right of inspection and supervision to secure the satisfactory completion thereof.
- 6. **Certificates/Permits/Licenses/Registration:** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.
- 7. **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.
- 8. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

**OUSD Representative:**

Name: SAILAJA SURESH  
Site /Dept.: 353-Oakland International High School  
Address: 4521 Webster St  
Oakland, CA 94609  
Phone: 5974287  
Email: Sailaja.Suresh@ousd.org

**CONTRACTOR:**

Name: Philanthropic Ventures Foundation  
Title: Officer (Business)  
Address: 1222 Preservation Park Way  
Oakland, CA 94612  
Phone: 510-645-1890  
Email: dhawk@venturesfoundation.org

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.

- 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. 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 (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
      - ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of the Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). 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.
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, sexual orientation, or other legally protected class.
13. **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.

14. **Termination:**

1. **For Convenience by OUSD:** OUSD may at any time terminate this Agreement and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by OUSD shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by CONTRACTOR or no later than three (3) calendar days after the day of mailing, whichever is sooner.
2. **With Cause by District.** OUSD may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
  - i. material violation of this Agreement by the CONTRACTOR; or
  - ii. any act by CONTRACTOR exposing OUSD to liability to others for personal injury or property damage; or
  - iii. CONTRACTOR is adjudged bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONTRACTOR's insolvency.

Written notice by OUSD shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, OUSD may secure the required Services from another CONTRACTOR. If the expense, fees, and/or costs to OUSD exceeds the cost of providing the Services pursuant to this Agreement, CONTRACTOR shall immediately pay the excess expense, fees, and/or costs to OUSD upon the receipt of OUSD's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to OUSD.

Upon termination, CONTRACTOR shall provide OUSD with all documents produced maintained or collected by CONTRACTOR pursuant to this Agreement, whether or not such documents are final or draft documents.

15. **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 agents who work with students must submit to a tuberculosis risk assessment as required by Education Code 49406 within the prior 60 days. If tuberculosis risk factors are identified, CONTRACTOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the CONTRACTOR agent shall obtain an x-ray of the lungs. At his/her discretion, CONTRACTOR agent may choose to submit to the examination instead of the risk assessment.
  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 contact 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.

16. **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.
17. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation:
1. Requesting that OUSD employee(s) evaluate CONTRACTOR and 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).

18. **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.
19. **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 access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
20. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

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

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
22. **Severability:** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
23. **Provisions Required By Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
24. **Captions and Interpretations:** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
25. **Calculation of Time:** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
26. **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 (specifically excluding any underlying pre-existing intellectual property). OUSD may, with CONTRACTOR's prior written consent, use 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.
27. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
28. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
29. **Incorporation of Recitals and Exhibits:** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.

- 30. **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.
- 31. **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.
- 32. **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.
- 33. **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.
- 34. **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.
- 35. **Indemnification:** To the furthest extent permitted by California law, CONTRACTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of or in any way related to the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend the Indemnified Parties from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of or in any way related to the performance of this Agreement. CONTRACTOR shall, to the fullest extent permitted by California law, defend the Indemnified Parties at CONTRACTOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend the Indemnified Parties. This provision survives termination of this Agreement.
- 36. **Contract Publicly Posted:** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 37. **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 that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

**OAKLAND UNIFIED SCHOOL DISTRICT**

*Sonja Aguilera*

09/03/2019

President, Board of Education

Date

Superintendent

Chief or Deputy Chief

*Daphne W. Brown*

10/16/2019 12:

Secretary, Board of Education

Date

**CONTRACTOR**

Philanthropic Ventures Foundation

09/04/2019

Contractor Signature

Date

Dawn Hawk , Officer (Business)

Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

## EXHIBIT "A" SCOPE OF WORK

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

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

See Attached Scope of Work

**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.

1. Access to arts enrichment activities for Newcomer ELL students.
2. Alignment of core content classes to CTE pathway focus for Linked Learning Academy.

**3. Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved SPSA** (no additional documentation required) – 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.





philanthropic  
ventures  
foundation

1222 Preservation Park Way  
Oakland, CA 94612-1201  
www.venturesfoundation.org  
p: (510) 645-1890 | f: (510) 645-1892

May 9, 2019

Ms. Brooke Toczylowski, Director  
Agency by Design Oakland  
c/o Oakland International High School  
4521 Webster Street  
Oakland, CA 94609

**Board of Directors**

Colburn S. Wilbur, Chair  
Former President,  
David and Lucile Packard  
Foundation

Alicia Aguirre  
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Professor, Cañada College

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CTC | myCFO

James Higa  
Executive Director,  
Philanthropic Ventures  
Foundation

Bill Somerville  
Founder,  
Philanthropic Ventures  
Foundation

Jackie Speier  
U.S. Representative,  
14th District of California

Moira C. Walsh  
Managing Attorney,  
Office of the San Francisco City  
Attorney

In Re: Agency by Design Oakland Designated Fund

Dear Brooke:

As discussed, Philanthropic Ventures Foundation (PVF) is willing to act as the depository and to establish a Designated Fund for Agency by Design Oakland.

By way of background, PVF is a 501(c)(3) public charity located in Oakland, California, dedicated to expanding philanthropy, working with donors and grantees to maximize the impact of charitable giving. Our web site, [www.venturesfoundation.org](http://www.venturesfoundation.org), provides detailed information. PVF's taxpayer identification number is 94-3136771.

Upon execution of this letter agreement, PVF agrees that it will be the depository for Agency by Design Oakland. Upon receipt of the first donation designated for Agency by Design Oakland, PVF shall establish the Agency by Design Oakland Designated Fund (Fund).

**Agency by Design Oakland** agrees and represents that it is a nonprofit project and that its activities are charitable in nature. Agency by Design Oakland's mission is to redefine what learning looks like in schools through maker-centered education. No Child Left Behind mandated a high stakes standardized testing environment that unintentionally narrowed schools to focus on rote learning in reading and math. This pulled hands-on learning from classrooms and dropped science and social studies from the day's agendas. If we are to reclaim the culture of schools in the service of democracy, we must do it through joyful, creative curricula based on research, hands-on projects, collaborative community-building, engaged learning environments, and a shift in the classroom power structure. Agency by Design is an educational framework that supports all of these things.

**Authorized Agent:**

PVF's understanding is that the sole person authorized to act on behalf of the Fund, including any and all requests for disbursement from the Fund, is **Brooke Toczylowski** ("Authorized Agent"). Disbursements from the Fund can only be made at the recommendation of the Authorized Agent. In the event the Fund designates a different

person to be the Authorized Agent that should be provided to PVF in writing with the proper authorization from Agency by Design Oakland.

**PVF's understanding is that the following services are needed:**

- PVF will sign grant agreements with foundation donors and receive grant funds into the Agency by Design Oakland Fund. PVF will provide documentation as requested to grantors relating to PVF's tax exempt status, including 501(c)(3) Determination Letter, audited financial statements, IRS Form 990s, etc.
- PVF will offer a way for individual donors to support Agency by Design Oakland, both by check and by credit card. Checks should be made payable to Philanthropic Ventures Foundation and directed to PVF. PVF will provide donors making check donations with a tax acknowledgement letter for their charitable donations of \$250 or more, and provide a copy of each acknowledgement letter to the Authorized Agent. Donors making credit card donations receive an emailed receipt at the time of their donation.
- PVF will convey all reporting requirements imposed by the grantor, or imposed as a condition of accepting the grant, to the Authorized Agent, who is responsible for all reporting back to the grantor.
- PVF's administrative fee is 2% of contributions and thereafter 2% per annum.
- PVF and Agency by Design will co-design a standard independent contractor agreement detailing scope of work by independent contractor, reporting requirements, timeline for performance and payment schedule. Agreement will state that the relationship is between PVF/Agency by Design Oakland and the independent contractor who should have appropriate insurance as an independent contractor.
- PVF will add Oakland Unified School District as an additional insured to its liability insurance to meet the terms of the OUSD annual grant for Agency by Design Oakland and to become a vendor with OUSD.
- The Authorized Agent from Agency by Design Oakland monitors the independent contractor's project.
- The Authorized Agent communicates with contractors and teaching fellows to obtain ATI numbers (relating to background check, fingerprinting, TB test) as required by school districts where the contractors and fellows are performing services.
- The Authorized Agent will collect W-9 forms from all individuals receiving payment for services rendered from the Fund (not required if someone only receives an expense reimbursement) and submit them to PVF.
- PVF will issue 1099s in January for all individual contractors/fellows who received payments totaling \$600 or more in the previous calendar year.
- Whenever recommendations for disbursement from the Fund are made, the Authorized Agent will provide PVF with all appropriate documentation to support the recommendation.
- Disbursements will consist of payments to independent contractors, stipends to teacher fellows, expense reimbursements, and payments directly to schools to cover the cost of substitute teachers to allow teachers to be released for fellowship participation.
- Agency by Design Oakland may set up a ticket sales account (such as Eventbrite) and link ticket sale proceeds to PVF's bank account; tickets will be for event attendance and will not be offered as a tax deductible donation.
- PVF shall provide quarterly accounting reports, detailing donations received, administrative fees, and disbursements issued, which shall be sent to the Authorized Agent's attention.

**Terms:**

This Fund shall not be used to influence legislation within the meaning of the Internal Revenue Code (IRC) Section 501(c)(3). Further the Fund, shall not be used to participate or to intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).

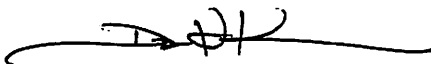
As a condition to entering into this Agreement, Agency by Design Oakland hereby certifies that it has not provided and will not provide material support or resources to any individual or entity that it knows, or has reason to know, is an individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity, including but not limited to the individuals and entities listed in the Annex to the Executive Order 13224 and other individuals and entities that may be designated by the United States. Agency by Design Oakland further certifies that it will not provide material support or resources to an individual or entity that it knows, or has reason to know, is acting as an agent for any individual or entity that advocates, plans, sponsors, engages in, or has engaged in, terrorist activity, or that has been so designated.

In accordance with tax law, PVF is required to state that all funds gifted to the Foundation become the property of the Foundation and are subject to its exclusive legal control. We want to add that no money will be given out from your Fund without your recommendation.

We are looking forward to working with you. Please feel free to contact PVF Chief Operating Officer, Dawn Hawk, at anytime to discuss the Fund or with questions.

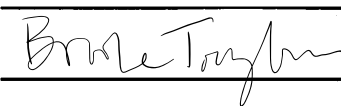
If Agency by Design Oakland agrees to the terms of this letter in conjunction with the establishment of the Fund at PVF, please execute this letter and return the signed original to my attention.

Sincerely,



Dawn Hawk  
Chief Operating Officer

I, **Brooke Toczylowski**, Director, Agency by Design Oakland, and the Authorized Agent on behalf of the Agency by Design Oakland Fund, agree to the terms and conditions of this letter.

Dated: May 12, 2019  
Signed:   
Print Name: Brooke Toczylowski  
Title: Director, Agency by Design Oakland