

Board Office Use: Legislative File Info.	
File ID Number:	14-1074
Introduction Date:	06/25/2014
Enactment Number:	
Enactment Date:	



# Memo

**To:** Board of Education

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

**Board Meeting Date:** 06/25/2014

**Subject:** Professional Service Contract

**Contractor:** Data In Action, LLC of Oakland, CA

**Services for:** 922-FAMILY, SCHOOL AND COMMUNITY PARTNERSHIPS

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and Data In Action, LLC, Oakland, CA, for the latter to provide: The District will contract with Dr. Sonia Jain, of Harvard University who has extensive experience leading large-scale evaluations, using rigorous evaluation designs and managing multiple studies con-currently; measuring multi-level system, school and youth level processes and impacts. Dr. Jain will provide comprehensive evaluation of the Whole School RJ and Peer RJ program including designing the evaluation plan, developing and administering data collection tools such as focus groups with key stakeholders, in-depth semi-structured interviews with youth, coordinators etc, and implementation survey by school. She along with her team at Data In Action, will conduct analysis and provide detailed evaluation report with recommendations for improvement and expansion of program. The data will be used to facilitate strategic planning sessions and develop equity-focused strength-based strategic plan that

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

In response to the Office of Civil Rights Voluntary Resolution Plan, the district must provide an evaluation of Restorative Justice Implementation and efficacy in OUSD VRP schools. This evaluation will inform us about the impact of Restorative Practices on transforming school culture and climate both as an alternative to exclusionary discipline, and model for supported re-entry. Utilizing both qualitative and quantitative data, the evaluation will measure the fidelity of implementation and the correlated impacts as measured by staff surveys and focus groups, discipline data, City Span data on participants in the Peer RJ program, and areas for program improvement based on stakeholder feedback.

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

The District will contract with Dr. Sonia Jain, of Harvard University who has extensive experience leading large-scale evaluations, using rigorous evaluation designs and managing multiple studies con-currently; measuring multi-level system, school and youth level processes and impacts. Dr. Jain will provide comprehensive evaluation of the Whole School RJ and Peer RJ program including designing the evaluation plan, developing and administering data collection tools such as focus groups with key stakeholders, in-depth semi-structured interviews with youth, coordinators etc, and implementation survey by school. She along with her team at Data In Action, will conduct analysis and provide detailed evaluation report with recommendations for improvement and expansion of program. The data will be used to facilitate strategic planning sessions and develop equity-focused strength-based strategic plan that incorporates the collection voice of various stakeholders across the district and community. She will develop at least 2 peer-reviewed manuscripts for publication to ensure lessons learned and evidence gained from RJ program in OUSD is shared towards developing best practices model and with other practitioners and policy makers nationally. Finally, she will assist in development of one research grant to continue to support and fund RJ evaluation work and development.

Board Office Use: Legislative File Info.	
File ID Number:	14-1074
Introduction Date:	06/25/2014
Enactment Number:	
Enactment Date:	



**Fiscal Impact:** Funding resources below not to exceed \$80,000.00  
\$80,000.00 General Purpose-Unrestricted

**Attachments:** Professional Services Contract including Scope of Work  
Waiver Summary  
Resume / Statement of Qualifications  
EPLS Search Results Page  
Insurance Certification (if no Waiver was granted)

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	14-1074
Introduction Date	06/25/2014
Enactment Number	
Enactment Date	



OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

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

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 03/01/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Eighty Thousand Dollars (\$80,000.00) [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: No Reimbursements.

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

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

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE, which shall not exceed a total cost of \$0.00.
- CONTRACTOR Qualifications / Performance of Services:**  
**CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.  
**Standard of Care:** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

**OUSD Representative:**

Name: BARBARA MCCLUNG  
Site /Dept.: 922-FAMILY, SCHOOL AND COMMUNITY PARTNERSHIP  
Address: 746 Grand Ave.  
Oakland, CA 94610  
Phone: 273-1539

**CONTRACTOR:**

Name: Sonia Jain-Aghi  
Title: CEO  
Address: 6114 La Salle Ave, Ste. 647  
Oakland, CA 94611  
Phone: (510) 863-0719

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

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

9. **Insurance:**

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

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

Check one of the boxes below:

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

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

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

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

**OR**

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

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

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

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

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

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

Professional Services Contract

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

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

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

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

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

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

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

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

GARY YEE
[ ] President, Board of Education
[X] Superintendent or Designee

05/19/2014
Date

Secretary, Board of Education

Date

CONTRACTOR

Sonia Jain-Aghi
Contractor eSignature
05/19/2014
Date

Sonia Jain-Aghi, CEO
Print Name, Title

## EXHIBIT "A" SCOPE OF WORK

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

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

The District will contract with Dr. Sonia Jain, of Harvard University who has extensive experience leading large-scale evaluations, using rigorous evaluation designs and managing multiple studies con-currently; measuring multi-level system, school and youth level processes and impacts. Dr. Jain will provide comprehensive evaluation of the Whole School RJ and Peer RJ program including designing the evaluation plan, developing and administering data collection tools such as focus groups with key stakeholders, in-depth semi-structured interviews with youth, coordinators etc, and implementation survey by school. She along with her team at Data In Action, will conduct analysis and provide detailed evaluation report with recommendations for improvement and expansion of program. The data will be used to facilitate strategic planning sessions and develop equity-focused strength-based strategic plan that incorporates the collection voice of various stakeholders across the district and community. She will develop at least 2 peer-reviewed manuscripts for publication to ensure lessons learned and evidence gained from RJ program in OUSD is shared towards developing best practices model and with other practitioners and policy makers nationally. Finally, she will assist in development of one research grant to continue to support and fund RJ evaluation work and development.

**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.

As a result of these services, the district will gain valuable data to guide this initiative in its expansion and will fulfill its agreement with the Office of Civil rights by reporting on the use and impact of RJ to reduce racial disproportionality in school discipline. Additionally, we will have new access to data on RJ to further our efforts to: 1) increase the utilization of RJ as an alternative to suspension, 2) reduce the use of exclusionary discipline practices with ALL students, and 3) document the impact on school culture and climate through improving connectedness, community ties, and student engagement and leadership at RJ school sites.

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

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

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

Please select:

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

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

**Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.



***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 922/Behavioral Health**

**Principal / Department Head: BARBARA MCCLUNG**

**Contractor Name: Sonia Jain-Aghi**

**Business Name: Data In Action, LLC**

**Contract Type: Standard**

**Anticipated Start Date: 03/01/2014**

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

**Rate Type: FLAT**

**Contract Amount: \$80,000.00**

***Applicable Waivers***

**Approved by Risk Management**

**Insurance-Reduction Waiver Status: NA**

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

**Other Reduction Amount: NA**

**Approval Date:**

**Approved by Deputy Superintendent**

**Billing Waiver Status: Approved**

**Approval Date: 05/15/2014**

**Fingerprint Waiver Status: NA**

**Approval Date:**

**TB Test Waiver Status: NA**

**Approval Date:**

## BIOGRAPHICAL SKETCH

NAME <b>Sonia Jain</b>	POSITION TITLE <b>Principal/ CEO</b>		
eRA COMMONS USER NAME <b>sjain</b>			
EDUCATION/TRAINING <i>(Begin with baccalaureate or other initial professional education, such as nursing, and include postdoctoral training.)</i>			
INSTITUTION AND LOCATION	DEGREE <i>(if applicable)</i>	YEAR(s)	FIELD OF STUDY
University of California, Davis	B.S.	1993	Biochemistry
University of California, Los Angeles	M.P.H.	1998	Epidemiology
Harvard University, School of Public Health (Department of Society Human Development and Health; <u>Dissertation: Multilevel social determinants of resilience among youth exposed to violence.</u> )	Dr.PH	2007	Social and Developmental Epidemiology <u>Minors:</u> Child and Youth Development; Qualitative and Quantitative methods

### A. POSITIONS AND HONORS

#### Select Positions and Employment.

1997	Research Assistant, Center of research for Women's and Children's Health, Public Health Institute.
1997-1999	Evaluator, Laufer Green Isaac, Impact of Environment on Child health
1997-1999	Graduate Research Assistant, SAHARA, assessing and evaluating needs of domestic violence victims in the South Asian community.
2001	Evaluator, Caught in the Crossfire, Youth Alive!, Oakland, CA
2002-2004	Research Assistant, Harvard School of Public Health/ Departments of Maternal and Child Health and Society Human Development and Health. "Longitudinal study of response of healthcare to domestic violence victims"
2004	Teaching Assistant, Harvard School of Public Health, Department of Society, Human Development and Health, "Mental Health of Children and Adolescents" PI: Stephen Buka and Beth E Molnar
2004	Teaching Assistant, Harvard School of Public Health, Department of Society, Human Development and Health, "Research Methods for Psychiatric Disorders" PI: Steve Gilman
2004-2005	Data Analyst, University of California San Francisco, Center on Social Disparities in Health "Mediators and moderators of neighborhood effects on youth sexual activity" and effects of social class and acculturation on sexual health of latino subgroups.
1998-2008	Community Epidemiologist, Alameda County Public Health Department, Community Assessment Planning and Evaluation Unit.
2009-present	Lecturer, University of California, Berkeley, School of Public Health. "Multi-level Theory

and Methods" 4/09 PI: N. Constantine; "Use of Theory in Public Health Practice" 10/09, PI Emily Ozer; "Healthy Youth in Healthy Communities: using a Strengths-based Perspective" 4/09, PI: Emily Ozer  
 2008-2013 Senior Researcher/Project Director, WestEd, Health and Human Development Program.  
 2014-present Founder/ Principal/ CEO, Data In Action, LLC

**Other Experiences and Professional Memberships.**

Member, American Public Health Association  
 Member, Society of Epidemiological Research Association  
 Invited Member, Statewide Sexual Assault Research Group  
 Invited Member, Planning committee for Alameda County Juvenile Justice Center

**Honors.**

2014 Global Women Leaders of the World Training – Invited Participant  
 2011 Selected and awarded WestEd Project Director (PD2) Certificate  
 2002-05 Martha May Eliot Scholarship, MCH Department, Harvard School of Public Health  
 2003-05 J & M Nichols Department Grant, SHDS, Harvard School of Public Health  
 2003-04 Seiden and Denny Scholarship for Children's Health, Harvard School of Public Health  
 2002-05 Maternal and Child Health Bureau Training Grant, Harvard School of Public Health  
 2006 Harvard Injury Control Research Center Dissertation Grant

**B. SELECTED PEER-REVIEWED PUBLICATIONS**

1. Jain S, Buka SL, Subramanian SV, and Molnar BE. Neighborhood predictors of dating violence in early adulthood: a multilevel study. *American Journal of Public Health*. 2010; 100: 1737-1744.
2. Jain, S., Buka, S. L., Subramanian, S. V., & Molnar, B. E. (2012). Protective factors for youth exposed to violence: Role of developmental assets for building emotional resilience. *Journal of Youth Violence and Juvenile Justice*, 1:10.
3. Jain, S., Molnar, B. E., Subramanian, S. V., & Buka, S. L. (2013). Resilient trajectories of urban youth exposed to community violence from adolescence to young adulthood: A 7-year prospective study.
4. Jain, S., & Cohen, A. K. Behavioral adjustment among youth exposed to community violence: A longitudinal multidisciplinary study of family, peer and neighborhood-level protective factors. *Prevention Science*. 2013; 14 (6):606-17.
5. Jain, S., & Cohen, A. K. Fostering resilience among urban youth exposed to violence: A promising area for interdisciplinary research and practice. *Health Education and Behavior*. 2013; 40(6): 651-62.
6. Jain, S., & Cohen, A. K. (Under Review). Cambridge-Somerville Youth Experiment. *Encyclopedia of Criminology & Criminal Justice*. 2014, 252-255.
7. Jain, S., Alvarado, A. M., Cohen, A. K., & Eldridge, Q. (2013). Understanding and meeting the needs of formerly gang-affiliated youth through tattoo-removal services. (*Journal of Gang Research*)
8. Jain, S., & Cohen, A. K. (2012, February). The power of developmental assets in building behavioral adjustment among youth exposed to community violence: A multidisciplinary longitudinal study of resilience. National Institute of Justice Technical Report.
9. Jain, S. (Under Review). Using eco-social theory to identify social determinants of violence against women in India: A social, cultural and historical perspective. Submitted to *Social Science and Medicine*.
10. Jain, S., Cohen, A., Austin, G., Huang, C., & Hanson, T. (Under Review). Inequalities in school climate in California. *Journal of Education Administration Quarterly*.
11. Cubbin C, Brindis C, Jain S, Braveman P, and Santelli J. Neighborhood poverty, aspirations and expectations, and initiation of sex. *Journal of Adolescent Health*. 2010;47:399-406.
12. McCarthy, B., Jain, S. A multilevel analysis: effect of school-level racial/ ethnic composition and parental education on youth smoking *Manuscript in preparation*.
13. Eaton W, Buka S, Yu J, Jain S et al. Risk Factors for Major Mental Disorders: A Review of the Epidemiologic Literature. Johns Hopkins and Harvard SPH. NIMH-funded. 2004.

14. Becker, M, Chavez C, Jain S et al. Caught in the Crossfire: The Effects of a Peer-Based Violence Prevention Program for Violently Injured Youth. *Journal of Adolescent Health*, 2004; 34: 177-183.
15. Schain L, Jain S, Okarma TB, Lebkowski J et al. The time of harvest influences the expansion potential of CD34+ cells in peripheral blood pheresis products from Multiple Myeloma patients. *Journal of Hematotherapy* 1999.
16. Schain LR, Jain S, Wysocki M, Hall M, Dadey B, Pennathur-Das R, Biddle W, Wolf J, Okarma TB, and Lebkowski JS. Animal serum-free culture of purified human CD34+ cells: amplification of progenitors from G-CSF and GM-CSF mobilized peripheral blood. *Journal of Hematotherapy*, 1997; 6:335-349.
17. Jain, S, Huang K., Hanson, T. and Austin, G. (2009) Staff Assessments of School Climate in California. A study funded by US Department of Education. WestEd HHDP.
18. Jain, S, Ahyte, C. (2008). Reality...Straight Up. Oakland Youths' Perspective on Stressors that contribute to underage drinking. Environmental Prevention in Communities. Alcohol Policy Network.
19. Jain S, Brown J, Wright W, Garcia J. (2006). Youth Health and Wellness in Alameda County. Alameda County Public Health Department and School-based Health Center. Available at [www.acphd.org/user/data/datareports.asp](http://www.acphd.org/user/data/datareports.asp)
20. Beyers M and Jain S. (2005). Violence in Alameda County: A Public Health Crisis. Community Assessment, Planning and Education Unit, Alameda County Public Health Department.
21. Jain S, Mena M, & Kiley J and Ayers C. (2005). Oakland On the Rocks. Alameda County Public Health Department and Alcohol Policy Network.
22. Jain S, Nessa Q, Arthur D. (2003). A Profile of Family Violence in Alameda County. Domestic Violence

**C. Research Support.**

**Completed/Ongoing Research Support**

National Institute of Justice (PI: Sonia Jain, Co-PI: Anthony Petrosino) What Promotes Resilience Among Youth Exposed to Violence Role: Principal Investigator	12/1/09- 3/1/12
National Institute of Justice, Public Health Institute (PI: Elizabeth Miller and Sandi Goldstein) Building Healthy Relationships through School Health Services Role: Evaluator (linking school climate to dating violence)	1/1/12-12/31/14
Alameda County School Health Services Coalition (PI: Tracey Schear) Provide TA for needs assessment, logic model and strategic planning Focused on health-educational equity Role: Consultant and Technical Assistance	10/2010-6/30/13
State Corrections Authority Alameda County Probation Department (PI: Chief Mohammad) Evening Reporting Centers, Alternatives to Detention Evaluation Role: Lead Evaluator	1/1/12-12/31/12
National Institute of Justice Second Chance: Juvenile Reentry Demonstration Project in Oakland (PI: Sara Bedford) Role: Lead Evaluator	10/1/10-12/31/12
U.S. Department of Health and Human Services, SAMHSA, Department of Child and Adolescent Health	10/1/09-9/30/15

(PI: Carolyn Novosel)  
Evaluation of Early Childhood Mental Health System of Care  
Role: Lead Evaluator

Centers of Disease Control and Prevention 9/30/10-1/30/12  
Communities Putting Prevention to Work: Tobacco Prevention  
(PI: Sonia Jain, Co-PI: Barbara Dietsch)  
Role: Lead Evaluator

California Department of Education 1/30/2011-present  
S3 School Climate grant  
(PI: Greg Austin)  
Role: Researcher/ Data Analyst

California Endowment, Irvine Foundation and Hewlett Packard 3/1/08-12/31/11  
(PI: Greg Austin, Claire Brindis)  
"California Education Supports Research Project"  
The goal of this project is to create research papers and evidence-based policy briefs, linking health and education statewide. Role: Research Coordinator

Institute of Educational Science, US Department of Education 5/1/08 – 2/1/09  
(PI: Sonia Jain, Co-PI: Greg Austin)  
"Staff Assessments of School Climate in California"  
The goal of this study was to examine differences in staff perceptions of school climate, i.e. conditions of learning by school type and school characteristics (urban/rural, socioeconomic status, racial/ethnic composition, high vs. low performing, school connectedness) statewide. Funded by State Department of Education since 2003, the California School Climate Survey is intended to gather information about staff perceptions of their school climate, that is, the conditions or quality of both the physical and social aspects of the learning environment at the school in which they work.

### References

Sandra Witt, Dr.PH, Cal Endowment Director of Building Healthy Communities for Northern California  
Claire Brindis, Dr.PH, UCSF Professor, Director of Center for Health Policy  
Beth Molnar, Associate Professor, Harvard School of Public Health, Research Committee Chair



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/06/2014

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

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

<b>PRODUCER</b> Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> DATA IN ACTION LLC 3167 MONTEREY BLVD OAKLAND CA 94602	<b>INSURER A:</b> Hiscox Insurance Company Inc NAIC # 10200	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	Y	N	UDC-1451597-CGL-14	05/06/2014	05/06/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 0
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	DED RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N	<input type="checkbox"/> N / A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER**

Oakland Unified School District  
 ATTN: Risk Management  
 900 High Street  
 Oakland, CA 94601

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/06/2014

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

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

<b>PRODUCER</b> Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> DATA IN ACTION LLC 3167 MONTEREY BLVD OAKLAND CA 94602	<b>INSURER A:</b> Hiscox Insurance Company Inc NAIC # 10200	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	UDC-1451597-CGL-14	05/06/2014	05/06/2015	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 0						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER**

Oakland Unified School District  
 ATTN: Risk Management  
 900 High Street  
 Oakland, CA 94601

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE