

Board Office Use: Legislative File Info.	
File ID Number:	15-1747
Introduction Date:	09/24/2015
Enactment Number:	15-1463
Enactment Date:	09/24/2015

Memo

To: Board of Education

From: Antwan Wilson, Superintendent

Board Meeting Date: 09/24/2015

Subject: Professional Service Contract

Contractor: ISKME of Half Moon Bay, CA

Services for: 956-CONTINUOUS SCHOOL IMPROVEMENT

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and ISKME, Half Moon Bay, CA, for the latter to provide: ISKME shall provide Client with a 1-day customized Action Collab workshop ("Action Collab") as described in Task 1 of ISKME's proposal to Client, dated June 11, 2015. The Action Collab will take place on July 14, 2015 at a conference facility located at 1000 Broadway 6th Floor in Oakland, California. Such ISKME Services for the Action Collab include planning, design, support, and facilitation of an Action Collab for approximately 24-32 educators involved in the Client school redesign initiative. for the period of 07/01/2015 through 08/31/2015 in an amount not to exceed \$11,500.00.

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

OUSD's School Redesign Cohort is looking for fresh solutions and approaches to transform their schools and overcome pressing and persistent challenges. The Action Collab workshop will provide the School Redesign teams with practical and relevant tools to assist their collaboration and problem-solving.

Discussion:
(QUANTIFY what is being purchased.)

ISKME shall provide Client with a 1-day customized Action Collab workshop ("Action Collab") as described in Task 1 of ISKME's proposal to Client, dated June 11, 2015. The Action Collab will take place on July 14, 2015 at a conference facility located at 1000 Broadway 6th Floor in Oakland, California. Such ISKME Services for the Action Collab include planning, design, support, and facilitation of an Action Collab for approximately 24-32 educators involved in the Client school redesign initiative.

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Fiscal Impact: Funding Resource name(s) (detailed below) not to exceed \$11,500.00.

\$11,500.00

General Purpose-Unrestricted

Attachments: Professional Services Contract including Scope of Work

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2015-2016

This Agreement is entered into between ISKME of Half Moon Bay, CA
(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 07/01/2015, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$86,000.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$86,000.00, whichever is later. The work shall be completed no later than 08/31/2015.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Eleven Thousand Five Hundred Dollars and 00/100 Dollars (\$11,500.00) [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 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 \$0.00.

5. CONTRACTOR Qualifications / Performance of Services:

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

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

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

OUSD Representative:Name: DAVID MONTES DE OCA-SEINESite /Dept.: 956-CONTINUOUS SCHOOL IMPROVEMENTAddress: 1000 BroadwayOakland, CA 94606Phone: (510) 879-1726Email: David.Montes@ousd.k12.ca.us**CONTRACTOR:**Name: Peggy RuseTitle: CEOAddress: 323 Harvard AvenueHalf Moon Bay, CA 94019Phone: 650-728-3322Email: peggy@iskme.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.

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.

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 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

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 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.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 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.
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 DISTRICT


☐ President, Board of Education

☒ Superintendent or Designee



Secretary, Board of Education

CONTRACTOR

Peggy Ruse

Contractor Signature

Lisa Petrides, CEO

Print Name, Title

Form approved by OUSD General Counsel for 2015-16 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.

Empowerment of the School Redesign teams to embrace provocation and imagine new approaches to transform learning, building the innovation capacity of the School Redesign teams.

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 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 type="checkbox"/> Accountable for quality |
| <input checked="" type="checkbox"/> High quality and effective instruction | <input 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):

- ☐ **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.

INSTITUTE FOR THE STUDY OF KNOWLEDGE MANAGEMENT IN EDUCATION

Action Collab™ Agreement

This Agreement ("Agreement") is effective as of July 1, 2015 ("Effective Date") by and between the Institute for the Study of Knowledge Management in Education ("ISKME") having its principal place of business at 323 Harvard Avenue, Half Moon Bay, California 94019, United States of America, and Oakland Unified School District ("Client") located at the address listed below Client's signature. ISKME and Client agree as follows:

1. Services:

1.1 Statement of Work. ISKME shall perform the services set forth in the ISKME Statement of Work attached hereto as **Exhibit A** and incorporated herein by reference (the "ISKME Services") for Client. Specifically, ISKME will provide a customized Action Collab workshop to Client. Additional ISKME Services to be performed by ISKME shall become effective upon execution of subsequent Statements of Work by authorized representatives of both parties, which shall then be attached to this Agreement. Each fully executed Statement of Work is hereby incorporated in full into this Agreement by reference and shall be subject to each of the terms and conditions of this Agreement. Client shall provide the equipment, materials and deliverables set forth in the Client Statement of Work attached hereto as **Exhibit B** and incorporated herein by reference (the "Client Deliverables").

1.2 Resources. ISKME will personally perform all ISKME Services. Notwithstanding the foregoing, ISKME reserves the right to use independent contractors or consultants to perform ISKME Services as necessary. ISKME will devote as much time and attention as necessary to complete ISKME services in the ISKME Statement of Work with reasonably prudent care.

2. Term, Termination and Cancellation:

2.1 Term and Termination. This Agreement will commence on the Effective Date and will continue for three (3) months thereafter. In the event either party fails at any time to comply with the Agreement, either party may terminate this

Agreement immediately upon written notice to either party. Either party may terminate this agreement without cause upon fifteen (15) days' written notice. The term of this Agreement may be extended by mutual agreement of both parties evidenced in a writing signed by both parties.

2.2 Cancellation. If Client cancels ISKME Services, the following schedule of percent of fee will be in effect from the time written notification is received: i) 50% of fee 25 days or less before engagement; and ii) 25% of fee 45 to 26 days before engagement.

2.3 Survival. The parties agree that Sections 4, 5, 8 and 9 of this Agreement shall continue in effect after any termination of this Agreement.

3. Compensation:

3.1 Compensation for Services. Client will pay ISKME the fee as set forth in the ISKME Statement of Work. Payment is due and payable upon receipt of ISKME's invoice. ISKME will add a 5% surcharge to the amount due after 30 days from receipt of ISKME's invoice.

4. Relationship of the Parties: This Agreement shall not create in any way a partnership, agency, or joint venture between the parties.

5. Intellectual Property:

5.1 Ownership. The rights to any Intellectual Property shall continue to vest in the relevant party that owned such Intellectual Property prior to this Agreement. Client will own the content developed during the Action Collab. ISKME will continue to own the Action Collab process, framework and methodology.

5.2 License. ISKME shall apply, whenever possible, the Creative Commons Attribution-Share Alike (CC BY-SA 4.0) license or the Non-Commercial (CC BY-NC-SA 4.0) license to ISKME copyrightable materials.

6. Assignment: This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns; provided, however, that this Agreement and the rights and obligations hereunder are not assignable by Client without ISKME's prior written consent.

7. Notice: All notices under this Agreement shall be in writing, and shall be deemed given when personally delivered or delivered by confirmed facsimile or confirmed electronic mail, or three days after being sent by prepaid certified or registered U.S. mail to the address of the party to be noticed as set forth herein or such other address as such party last provided to the other by written notice.

Notice Contact:
 Lisa Petrides
 323 Harvard Avenue
 Half Moon Bay, CA 94019
 lisa@iskme.org

8. Dispute Resolution:

8.1. Mediation. Any dispute between the parties relating to this Agreement shall be subject first to mediation and then binding arbitration. Said mediation shall be through the offices and under the rules of the Civil Mediation Program through the San Francisco Bar Association. The parties agree to cooperate in the prompt selection of a mediator. If the parties cannot agree on a mediator, then each party shall select one mediator and the two party mediators shall select the mediator who shall preside over the mediation. The parties shall attempt to resolve the dispute through mediation until the first of the following occurs: (i) the parties reach a written settlement; (ii) the mediator notifies the parties in writing that they have reached an impasse; (iii) the parties agree in writing that they have reached an impasse; or (iv) the parties have not reached a settlement within thirty (30) days after the date notice of intention to mediate is first served by one party upon another.

8.2. Arbitration. If mediation is unsuccessful, then the dispute shall be subject to binding arbitration by one arbitrator through the offices and under the rules of JAMS/ Endispute in San Francisco, California, and shall be completed no later than 90 days after filing and service of the arbitration claim. By executing this Agreement, the parties irrevocably submit to the jurisdiction of such arbitration in San Francisco.

8.3. Performance to Continue. Notwithstanding the foregoing, nothing in this Section 8 will be construed to waive any rights or timely performance of any obligations existing under this Agreement. Each party shall continue to perform its undisputed obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

8.4 Statute of Limitations. The parties agree that all applicable statutes of limitation and time-based defenses (such as estoppel and laches) shall be tolled while the mediation procedures set forth in Section 8.1 are pending. The parties shall cooperate in taking any actions necessary to achieve this result.

9. Confidentiality: ISKME and Client acknowledge that under this Agreement each party may receive or be shown “Confidential Information” of the other party. ISKME and Client agree that they will not disclose any “Confidential Information” of the other party without prior written consent. ISKME and Client agree to keep the terms and provisions of this Agreement confidential. In addition, Client will consider as confidential all information it receives from ISKME or learns while working with ISKME unless it is public information.

10. Advertising and Promotion: ISKME's policy is to share and disseminate online, verbally, and in print information and knowledge about their products and services when possible. ISKME desires to advertise and promote its association with Client and, specifically, the Action Collab with Client including, but not limited to, the design and results. Such promotion and advertising may include, but is not limited to, publishing case studies about the Action Collab with Client, content on websites and blogs, listing Client's name on the website, photos, and printed media. Client agrees to such promotion and advertising as set forth in **Exhibit C** attached hereto.

11. Governing Law and Enforcement: This Agreement shall be governed by and construed in accordance with the laws of the State of California and enforcement of this Agreement or any action taken or held with respect to this Agreement may be taken in the courts of appropriate jurisdiction in Redwood City, California. Each of the parties agrees that if, at the commencement of or during such action, a party does not then reside within the jurisdiction of that court before which the action is brought, that party (a) will submit to the jurisdiction of that court and will accept service of process and any other papers, orders or judgments by any method permitted by the rules of that court, by mail, by private process server or by any other method ordered by the court, and (b) hereby waives any objection to venue in any such court and any claim that such court is an inconvenient forum.

12. General: Any dispute in the meaning, effect or validity of this Agreement will be resolved in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees. If any provision of this Agreement is held to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable so as to give effect to the intent of the parties hereunder. This Agreement along with the attached Statements of Work, contains the entire understanding of the parties with respect to the subject matter hereof and can only be modified or amended by a subsequent writing signed by both parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date set forth above.

CLIENT:

ISKME:

Institute for the Study of Knowledge
Management in Education

By: _____

By: _____
Lisa Petrides, CEO

Date: _____

Date: _____

Name: Oakland Unified School District
Address: 4551 Steele St., Oakland, CA 94619
Telephone: (510) 336-7571
Email: silke.bradford@ousd.k12.ca.us

Exhibit A

STATEMENT OF WORK FOR ISKME SERVICES

Scope of ISKME Services

ISKME's Action Collabs are workshops that use a design-thinking framework to innovate new ideas with actionable next steps.

ISKME shall provide Client with a 1-day customized Action Collab workshop ("Action Collab") as described in Task 1 of ISKME's proposal to Client, dated June 11, 2015. The Action Collab will take place on July 14, 2015 at a conference facility located at 1000 Broadway 6th Floor in Oakland, California, and pursuant to the Client Deliverables set forth in Exhibit B. Such ISKME Services for the Action Collab include planning, design, support, and facilitation of an Action Collab for approximately 24-32 educators involved in the Client school redesign initiative. ISKME will design and facilitate activities that support the empowerment of the School Redesign teams to embrace provocation and imagine new approaches to transform learning, building the innovation capacity of the School Redesign teams. ISKME Services will include whole-group interactions as well as collaborations in smaller teams.

Preparation for Action Collab

Prior to the day of the Action Collab, ISKME and Client will work together at mutually agreed upon times with regard to the Action Collab focus, agenda, and logistics.

Prior to the Action Collab, ISKME will design an Action Collab process that will be reviewed by client. ISKME will prepare any visuals, templates, and prototyping materials to support the Action Collab process.

Number of Participants and ISKME Facilitators

ISKME shall provide Client two (2) ISKME Action Collab Facilitators, which includes a lead facilitator who is responsible for design of the process, facilitation at the event, and management of the additional facilitator. The additional facilitator will co-lead the Action Collab activities throughout the day.

Project Fee

The project fee, excluding Client deliverables as stated in Exhibit B, for one (1) Action Collab, payable to ISKME as per Section 3.1, is \$ \$11,500. At the completion of the Action Collab, ISKME will invoice Client for such fees.

This Statement of Work for ISKME Services is hereby accepted and agreed to by the parties effective _____, ____, 2015.

CLIENT

ISKME

Exhibit B**STATEMENT OF WORK FOR CLIENT DELIVERABLES**

Client will provide to ISKME the following:

Meals: All meals during the Action Collab.

Facility: A room at an appropriate facility suitable for collaborative, group work for approximately 24 people. The room should comfortably support 24 participants seated in a circle, with flat wall space for hanging flip chart paper (3-4 wide) to support the work of 4 design teams, each including 6 participants. In the event such facility becomes unavailable, Client will provide an equitable facility for the Action Collab.

The above-referenced deliverables are in addition to the fee set forth in Exhibit A.

This Statement of Work for Client Deliverables is hereby accepted and agreed to by the parties effective _____, ____, 2015.

CLIENT

ISKME

Exhibit C**ADVERTISING AND PROMOTION**

ISKME will advertise and promote its association with Client and, specifically, the Client's Action Collab as follows:

Website listing of Client and link to Client website

Website synopsis of Client "Action Collab" Design Challenge and outcomes

This Advertising and Promotion Exhibit C is hereby accepted and agreed to by the parties effective _____, ____, 2015.

CLIENT

ISKME