

Board Office Use: Legislative File Info.	
File ID Number:	15-2140
Introduction Date:	11/04/2015
Enactment Number:	15-1789
Enactment Date:	11/04/2015

# Memo

**To:** Board of Education

**From:** Antwan Wilson, Superintendent

**Board Meeting Date:** 11/04/2015

**Subject:** Professional Service Contract

**Contractor:** World Saavy of San Francisco, Ca

**Services for:** 909-TEACHING & LEARNING

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and World Saavy, San Francisco, Ca, for the latter to provide: a year long series of monthly professional development workshops that will provide our teachers with 21st Century teaching strategies. The World Savvy program will combine this professional development with consulting for educators with multi-disciplinary projects throughout the district. The curriculum is aligned with and supports Common Core state standards, ensuring students learn the required 'core' content mandated by state and national standards for the period of 10/16/2015 through 06/30/2016 in an amount not to exceed \$37,565.00.

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

In a world that is more interconnected and interdependent than ever before, the challenges and opportunities we face are becoming increasingly global in scope, and it is critical that our schools and educators teach for global competence, so all students can be prepared with the knowledge, skills and dispositions for success in the 21st century. Teachers will gain:

- Enhanced capacity to embed global competence into their own teaching and learning.
- Deeper understanding of, and strengthened ability to, facilitate student-centered, inquiry-based learning.
- Increased confidence and skills in guiding students through arts integration.

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

a year long series of monthly professional development workshops that will provide our teachers with 21st Century teaching strategies. The World Savvy program will combine this professional development with consulting for educators with multi-disciplinary projects throughout the district. The curriculum is aligned with and supports Common Core state standards, ensuring students learn the required 'core' content mandated by state and national standards

Board Office Use: Legislative File Info.	
File ID Number:	15-2140
Introduction Date:	11/04/2015
Enactment Number:	15-1789
Enactment Date:	11/04/2015



**Fiscal Impact:** Funding Resource name(s) (detailed below) not to exceed \$37,565.00.

\$37,565.00

ONE-TIME ADDTL BUDGET

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

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	15-2140
Introduction Date	11/04/2015
Enactment Number	15-1789
Enactment Date	11/04/2015



OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2015-2016

This Agreement is entered into between World Saavy of San Francisco, 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 10/16/2015, 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 06/30/2016.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Thirty-Seven Thousand Five Hundred Sixty-Five Dollars and 00/100 Dollars (\$37,565.00) [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: NANCY LAI

Site /Dept.: 909-TEACHING & LEARNING

Address: 1000 Broadway Suite 398  
Oakland, CA 94607

Phone: (510) 879-1123

Email: NANCY.LAI@ousd.k12.ca.us

**CONTRACTOR:**

Name: Rolland Janairo

Title: Officer (Executive)

Address: 917 Irving St  
San Francisco, Ca 94122

Phone: 415-813-1685

Email: rolland@worldsavvy.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

Rolland Janairo

Contractor Signature

Rolland Janairo, Officer (Executive)

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.

World Savvy Classrooms supports students as they develop their global competencies through academic research and social action. We support teachers through professional development and coaching, and promote learning that is experiential, engaging, impactful, and relevant for every educator and student. As a result of World Savvy all participating students will be able to use technology to research global issues, giving the student a better understanding of the impact social actions. Students will exhibit:

Enhanced skills for global competence, including analyzing and synthesizing evidence, digital technology, communication, collaboration, resiliency; critical, comparative and creative thinking.

An openness to new opportunities, ideas and ways of thinking.

Self-awareness about identity and culture, and sensitivity and respect for differences.

A desire to seek out multiple perspectives and incentive to take on informed action on issues that matter to them.

Knowledge of, and engagement in, community and world affairs.

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

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core    | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health          | <input 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.





**PROJECT NAME: 2015-2016 Global Competence Project**

**CLIENT NAME: Oakland Unified School District**

THIS AGREEMENT is made and entered by and between WORLD SAVVY, INC., a California not for profit corporation, located at 917 Irving Street, San Francisco, CA 94122 ("WS" or the "Consultant"), and Oakland Unified School District (OUSD), located at 1000 Broadway, Suite 680, Oakland, CA 94607 (the "Client"). [TAX ID NUMBER].

**WITNESSETH:**

WHEREAS, Client has requested the consulting services of Consultant to complete 2015-2016 Global Competence Project (the "Project"); and

WHEREAS, Client desires to engage Consultant to perform certain of the professional services in connection with the Project (the "Services"); and

NOW THEREFORE, for and in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

**1.0 SERVICES TO BE PROVIDED.**

Client hereby engages Consultant to perform, and Consultant hereby agrees to perform, the services set forth on Annex A hereto.

**2.0 PAYMENTS FOR SERVICES.**

Client shall pay Consultant in accordance with the payment provisions and subject to the limitations set forth in this Agreement. The total amount payable by Client to Consultant under this Agreement shall be \$37,565. Payments shall be made in accordance with the invoicing terms set forth in Section 5.

**3.0 TERM OF AGREEMENT.**

The term of this Agreement is from June 1, 2015 and will end on June 30, 2016 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both Consultant and Client. Consultant will not be obligated to commence providing Services before Client signs this Agreement.

**4.0 ADDITIONAL PROVISIONS/EXHIBITS.**

**5.0 PAYMENT CONDITIONS; INVOICING.**

Consultant shall submit an invoice to client upon completion of deliverables outlined in Annex A. The Client shall pay all invoices within 30 days of receipt.

**6.0 OWNERSHIP OF CONTENT.**

6.1 Consultant's Retained Ownership Interest. Consultant retains sole ownership of, and all rights, title and interest to, the copyrights and all other intellectual property rights in all materials created in connection with



the Project, including but not limited to works of authorship, inventions, work product, software, methodologies, know how, models, templates, tools, materials, reports, data, information and any graphic or digitized representation of or other tangible work or material underlying any materials created, invented or developed by or on behalf of Consultant pursuant to this Agreement (the “Deliverable Work Product”) The Deliverable Work Product shall not include any rights, title and interest to copyrights and all other intellectual property rights in any materials that were or are created independent of performance of the Services contemplated by this Agreement.

- 6.2 No Modification of Consultant Marks and Materials. Client may not reproduce, alter, modify or create derivative works from the Deliverable Work Product without the Consultant’s written permission. Client also may not alter or modify the Consultant’s trade names or trademarks (the “Consultant Marks”), or use the Consultant Marks outside of the scope of this Agreement, without Consultant’s written permission.
- 6.3 Reproduction of Consultant Materials. Client agrees to inform Consultant if Client desires to reproduce Deliverable Work Product beyond the scope of Services contemplated by this Agreement. Consultant reserves the right to request additional payment for such reproduction, or to deny the request altogether. Consultant agrees that such denial will not be made unreasonably.
- 6.4 Attribution. Whenever Client reproduces or publishes Deliverable Work Product in any capacity, Client will attribute content development to Consultant. Client shall have a royalty-free and irrevocable license to reproduce and use the Consultant Marks in connection with its use of the Deliverable Work Product.
- 6.5 No Modification of Consultant Marks. Client may not alter or modify the Consultant Marks without Consultant’s written permission.

#### **7.0 TERMINATION.**

During the term of this Agreement, either party may terminate the Agreement for any reason by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the Services provided prior to the date of termination. Sections 5, 8, 9, 10, 11, 13 and 15 will survive the expiration or earlier termination of this Agreement, to the fullest extent provided by law.

#### **8.0 LIMITATION OF LIABILITY.**

Neither party shall indemnify or be liable to the other party for any third party claims arising out of this Agreement, except to the extent such claims arise out of or are in connection with the indemnifying party’s fraud, bad faith, willful misconduct, or gross negligence. In any event, Consultant’s liability for all claims arising out of this Agreement shall be limited to the amount of fees paid hereunder.

#### **9.0 DISCLAIMER.**

THE LICENSES AND GRANTS SET FORTH IN THIS AGREEMENT ARE MADE ON AN “AS-IS” BASIS, AND THE PARTIES IN EACH CASE HEREBY DISCLAIM ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT THERETO OF ANY KIND, INCLUDING THOSE REGARDING THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY DELIVERABLE WORK PRODUCT.

#### **10.0 ADVERTISING AND PROMOTIONAL MATERIALS.**

Neither party shall release to the public any advertising or promotional materials that bear the trade names or trademarks of the other party without the prior written consent of the other party (such consent not to be unreasonably withheld). If Client approves the use of advertising and promotional materials, Consultant may continue to use them (and any future materials that do not materially deviate therefrom) without seeking further approvals. Any material deviation from approved samples must be consented to, in advance, by the other party.

#### **11.0 PROPRIETARY INFORMATION AND CONFIDENTIALITY.**

11.1 Confidentiality. Each party hereto and its respective officers, employees, agents, and authorized subconsultants shall ensure the protection of the other party's proprietary information, including program materials, curriculum, and other printed or electronic media. Each party shall promptly identify its proprietary information to the other, in advance of disclosure to the other party. Neither party shall disclose any proprietary information nor other materials received from the other or prepared in connection with the performance of this Agreement, unless that party specifically permits disclosure of such information or materials. Each party shall promptly notify the other of any and all requests for disclosure of any such proprietary information or materials. Neither party shall use any proprietary information of the other in the performance of this Agreement except for the sole purpose of carrying out its obligations under this Agreement.

11.2 Return of Materials. When this Agreement expires or terminates, Client shall return to Consultant any Consultant proprietary information that Client used or received from Consultant to perform Services under this Agreement.

11.3 Maintenance of Records. Client and Consultant shall prepare, maintain, and preserve all reports and records required by any funder or oversight body related to the Project or Services performed under this Agreement. Each party shall promptly inform the other party of any such requirements that are applicable to the Project, and the reports and records required to be preserved. Client shall maintain such records for a period of at least three years after final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then Client shall retain said records until such action is resolved.

#### **12.0 NON-DISCRIMINATION.**

During the performance of this Agreement, Consultant and Client, and their subconsultants, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age or sexual orientation, either in employment practices or in the furnishing of services to recipients. Consultant and Client shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. Consultant, Client, and any subconsultants shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

#### **13.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.**

If this Agreement has been or will be funded with monies received from the state or federal government in which either the Client or Consultant is the grantee, all parties will comply with all the provisions of said



contract, to the extent applicable to Consultant or Client as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Each party shall promptly inform the other party of any such contract and the terms or conditions thereof that are made applicable to the other party pursuant to this provision. Upon request, Client or Consultant, as applicable, will deliver a copy of said contract to the other party, at no cost to the other party, subject to any confidentiality restrictions applicable to such contract.

#### 14.0 NOTICES.

Notices required under this Agreement shall be delivered personally, or by first-class, postage pre-paid mail to Client's contract administrator, Nicole Knight and Consultant's Director of Finance & Administration at the addresses listed above. Notices may also be sent via electronic mail to Consultant at [rolland@worldsavvy.org](mailto:rolland@worldsavvy.org), and to Client at [nicole.knight@ousd.k12.ca.us](mailto:nicole.knight@ousd.k12.ca.us), provided that a delivery receipt is obtained in connection with email delivery.

#### 15.0 MISCELLANEOUS PROVISIONS.

- 15.1 Conflict of Interest. Client represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the Client and the Consultant.
- 15.3 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the Client and the Consultant. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.4 Consultant. The term "Consultant" as used in this Agreement includes Consultant's officers, agents, and employees acting on Consultant's behalf in the performance of this Agreement. The term "Consultant" does not include third party contractors or subconsultants unless such entities have been authorized by Client in accordance with Section 15.10 below.
- 15.5 Client. The term "Client" as used in this Agreement includes Client's officers, agents, and employees acting on Client's behalf in the performance of this Agreement.
- 15.6 Disputes. Consultant and Client shall continue to perform under this Agreement during any dispute, unless such dispute poses potential material or financial harm.
- 15.7 Governing Law. This Agreement and all matters collateral hereto shall be governed by and construed in accordance with the laws of the State of California (without giving effect to any conflict of laws principles under California law).
- 15.8 Arbitration. Any controversy or claim arising out of this Agreement, or breach thereof, shall be settled by binding arbitration before one neutral arbitrator in accordance with the then current rules and procedures of the American Arbitration Association. The arbitration shall take place in San Francisco, California. The



decision rendered by such arbitrator shall be binding upon the parties. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, and shall be enforceable against the parties in accordance with the Federal Arbitration Act (9 U.S.C. Section 1, et seq.), as amended.

- 15.9 Jurisdiction. The parties hereby agree that any suit, action or proceeding seeking to compel arbitration under Section 15.8 or to satisfy any judgment upon the award rendered by an arbitrator in connection with a matter arising out of this Agreement shall be brought in the United States District Court for the Northern District of California or any California State court sitting in San Francisco, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of California. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives any objection that any such suit, action or proceeding has been brought in an inconvenient form.
- 15.10 Assignment and Subcontracting. Neither party shall assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the other party.
- 15.11 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the Client and Consultant under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.12 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.13 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.14 Non-exclusive Agreement. This Agreement is non-exclusive and both Client and, subject to Section 15.1, Consultant expressly reserves the right to contract with other entities for the same or similar services.
- 15.15 Construction of Agreement. The Client and Consultant agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.16 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.17 Authority. Any individual executing this Agreement on behalf of the Client or the Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.18 Integration. Except for any contract made part of this Agreement pursuant to Section 13, this Agreement, including the exhibits, represent the entire Agreement between the Client and the Consultant with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the Client and the Consultant as of the effective date of this



Agreement, which is the date that the Client signs the Agreement.

- 15.19 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.



**OAKLAND UNIFIED SCHOOL DISTRICT  
CONTRACT FOR PROFESSIONAL SERVICES**

IN WITNESS WHEREOF, Client and Consultant have executed this Agreement as of the day and year written below.

**OAKLAND UNIFIED SCHOOL DISTRICT**

**WORLD SAVVY, INC.**

By: \_\_\_\_\_  
Nicole Knight, Oakland Unified School District

By: \_\_\_\_\_  
Rolland Janairo, World Savvy, Inc.

Title: \_\_\_\_\_  
Executive Director of English Language Learner  
and Multilingual Achievement Office

Title: \_\_\_\_\_  
Director of Finance and Administration

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Annex A**

**Project Summary:** The overall goal of our partnership is to aid the systemic integration of global competence into teaching and learning. In the service of that goal we will support teachers to:

- Develop and enhance their own global competence
- Design and implement learning experiences that builds students global competence.
- Select and use resources that promote multi-perspectives, empathy and deep understanding of significant global issues
- Work collaboratively with peers to analyze and refine lessons

### **Key Activities**

**I. Global Competence Professional Development:** World Savvy proposes to facilitate a six-hour workshop for teachers (we will offer this workshop twice). This workshop will support participants as they plan and integrate global competence into the curriculum. The workshops will take workshops will be held after school. These workshops will occur throughout the year beginning with integrating global competence into unit design, selecting resources to match goals, and designing specific learning experiences with instructional practices to support students as they develop their competencies In addition, 6 cohorts will be developed as small learning communities for offering curriculum development support in small groups.

#### **Actions:**

- Four two and a half hour after-school workshops for 30 teachers, comprising a lesson study cohort. (This is fully supported by the Haas Foundation).
- Facilitation of small learning community—1-hour coaching sessions 5 times per year and supporting 6 groups, of 5 teachers each, with project design, as well as the assessment of student work and feedback.

**Deliverable:** Professional development to provide expertise on incorporating global competence into the classroom and curriculum.

**Timeline:** (4) 2.5 hour after-school workshops throughout the academic year  
 (30) 1 hour small learning community meetings throughout the academic year

**Budget:** \$28,215 (These funds are designated for the 4 2.5 hour workshops and the 30 learning community sessions)

**II. Additional Planning/Meetings:** World Savvy builds required support for planning, evaluating and reporting.

**Budget:** \$9,350

**OVERALL TOTAL** **\$37,565**