

Board Office Use: Legislative File Info.	
File ID Number	18-0604
Introduction Date	4/11/18
Enactment Number	18-0616
Enactment Date	4/11/18 er



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

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent

Board Meeting Date
(To be completed by
Procurement)

Subject Professional Services Contract - The Asia Society
- Oakland SOL (School of Language) Dual Language Middle School (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and The Asia Society. Services to be primarily provided to Oakland SOL (School of Language) Dual Language Middle School for the period of 4/12/2018 through 6/30/2018.

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

The Asia Society will provide technical assistance and professional development services in support of the development of our school Oakland SOL with an international theme based on the International Studies Schools Network (ISSN) global school design and Graduation Performance System. In addition, ongoing consultation will be provided to the School's Leadership Team to ensure changes in the curriculum and instructional program are supports and sustained.

Discussion
One paragraph summary of the scope of work.

Ratification by the Board of Education of a Professional Services Contract between the District and The Asia Society, New York, NY, for the latter to provide support to include but not limited to executive coaching, professional development sessions, meeting with teacher teams, visiting classrooms, and meeting regularly with the school leadership team at Oakland SOL (School of Language) Dual Language Middle School for the period of April 12, 2018 through June 30, 2018, in an amount not to exceed \$32,150.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and The Asia Society. Services to be primarily provided to Oakland SOL (School of Language) Dual Language Middle School for the period of 4/12/2018 through 6/30/2018.

Fiscal Impact Funding resource name (please spell out) 9305/Educate 78
not to exceed \$ 32,150.00

Attachments

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Insurance Certification
- TB screening documentation
- Statement of qualifications



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 18-0604

Department: 217/Oakland SOL

Vendor Name: The Asia Society

Contract Term: Start Date: 4/12/2018 End Date: 6/30/18

Annual Cost: \$ 32,150.00

Approved by: Katherine Carter

Is Vendor a local Oakland business? Yes ☒ No ☐

Why was this Vendor selected?

Worked with vendor previously.

Summarize the services this Vendor will be providing.

The support provided by The Asia Society will include, but not limited to, executive coaching, professional development sessions, meeting with teacher teams, visiting classrooms, and meeting regularly with the School leadership team.

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

Price compared with other vendors.

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☒ **Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **"Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**

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

PROFESSIONAL SERVICES CONTRACT 2017-2018

This Agreement is entered into between The Asia Society

(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 ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** The term of this agreement shall be 4/12/2018 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$ 88,300.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$ 88,300.00, whichever is later) to 6/30/18. The work shall be completed no later than 6/30/18.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Thirty Two Thousand, One Hundred Fifty Dollars (\$ 32,150.00) [per fiscal year], at an hourly billing rate not to exceed _____ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD 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 _____.
- 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:

Professional Services Contract

OUSD Representative:

Name: Katherine Carter

Site /Dept.: 217/Oakland SOL

Address:

Phone: (510) 636-7992

Email: Katherine.Carter@ousd.org

CONTRACTOR:

Name: Lisa Tyrell

Title: Director

Address: 725 Park Avenue

New York

NY

10021

Phone: (212) 327-9307

Email: LTyrell@asiasociety.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 at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. 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, sexual orientation, or other legally protected class.

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 contact with OUSD pupils in providing services to the District under this Agreement."
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
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

Professional Services Contract

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, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
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 that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
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.
32. **Contract Publicly Posted:** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

OAKLAND UNIFIED SCHOOL DISTRICT

Amie Eng

4/12/18

- ☒ President, Board of Education
☒ Superintendent
☒ Chief or Deputy Chief

Debra H. ...

4/12/18

Secretary, Board of Education

Date

CONTRACTOR

Anthony Jackson

3/15/2018

Contractor Signature

Date

Anthony Jackson

VP of Education, Asia Society

Print Name, Title

Form approved by OUSD General Counsel for 2017-18 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.

To provide technical assistance and professional development services in support of the development of our school Oakland SOL (School of Language) with an international theme based on the International Studies Schools Network (ISSN) and Graduation Performance System ("GPS") and provide us membership in the ISSN. In addition, ongoing consultation will be provided to the School's Leadership Team to ensure changes in the curriculum and instructional program are supported and sustained. The support provided by the consultant will include, but not be limited to: executive coaching; professional development sessions; meeting with teacher teams; visiting classrooms; and meeting regularly with the School Leadership Team.

Professional Services Contract

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

The Asia Society will provide teachers with common planning during the school day to meet with grade-level academic teams, or appropriate time outside of the school day to accommodate collaboration and inter-disciplinary planning. Our school Oakland SOL will implement at least two GPS curriculum modules for each of their courses. The work generated from these curriculum modules should be considered for inclusion in the students' portfolio to demonstrate their growth and progress towards global competence and college and career readiness.

- 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 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: _____
- ☐ 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2018

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).

PRODUCER Risk Strategies Company DeWitt Stern 420 Lexington Avenue - Suite 2700 New York NY 10170	CONTACT NAME: Lorna Gucciardi-Potter	
	PHONE (A/C, No, Ext): 212-237-1433	FAX (A/C, No): 212-573-4049
INSURED The Asia Society 725 Park Avenue New York NY 10021	E-MAIL ADDRESS: LGucciardi-Potter@dewittstern.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: FEDERAL INSURANCE CO	
	INSURER B: CHUBB INDEMNITY INSURANCE CO	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		

COVERAGES **CERTIFICATE NUMBER:** 656339896 **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 EXCLUSIONS 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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 Y	4425-00-09	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		(15)74986640	9/1/2017	9/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		79848868	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	7175-19-18	9/1/2017	9/1/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Oakland Unified School District is included as Additional Insured as required by written contract or agreement with the Named Insured.

CERTIFICATE HOLDER

Oakland Unified School District Attn - Risk Management 1000 Broadway, Suite 440 Oakland CA 94607	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

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Center for
Global Education
International Studies Schools Network



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students



SCOPE OF WORK PREPARED FOR OAKLAND SCHOOL OF LANGUAGE

2017-2018

Asia Society's International Studies Schools Network (ISSN) is pleased to submit the attached scope of work for proposed partnership with **Oakland Unified School District (OUSD)** and **Oakland School of Language**. With expertise in professional development services focused on developing global competence through a performance-based system of curriculum, instruction and assessment, ISSN is uniquely positioned to support the vision for a globally-focused language school.

International Studies Schools Network Overview

Asia Society established the ISSN to respond to two intertwined imperatives facing American education:

1. The chronic problem of persistently poor academic performance among low income and minority students.
2. The need to prepare students for work and civic roles in a globalized environment, where success increasingly requires the ability to compete, connect, and cooperate on an international scale.

For the last thirteen years, ISSN has worked with close to 60 schools across the country with the goal of supporting district leaders, school leadership, and teachers to develop globally-competent students who are ready for 21st Century college, career, and life. Serving predominantly low-income and minority students, these schools act as models of reform where an intentional focus has been made on student-centered, authentic, and globally significant curriculum, instruction and assessment.

Characteristics of ISSN Schools

- Global content, skills, and perspectives are embedded in the core content areas. Students explore global topics in all of their classes through project-based learning. Curriculum units are often organized around global themes, supporting students to make connections across disciplines.
- World languages are part of the core. Every school offers multiple languages, preferably an Asian language, and all students are expected to demonstrate fluency in more than one language.
- Curriculum is student-centered, authentic, globally significant, and connected to real audiences. Students engage in solving real-world, internationally important problems and present their solutions to experts. They are empowered to make decisions about what and how they learn.
- Global learning extends beyond the classroom. Students participate in service learning and internships that immerse them in local and global issues, expose them to professional opportunities, and prepare them as global citizens. They also participate in

simulations, such as Model United Nations, and have opportunities to hone their language skills and gain appreciation for differing perspectives through travel, student exchanges, and international learning partnerships.

- Teacher professional development is a high priority. Teacher teams have dedicated time to develop curriculum, look at student work, and refine their teaching practice together.

International Studies Schools Network Partnership with Schools

ISSN's work with districts, schools, and teachers focuses on professional development that builds teacher and leader capacity to implement an innovative learning system based on best practices in curriculum, assessment and instruction aligned to Common Core. This is achieved through a strategic combination of supports provided by ISSN starting with a needs assessment. Working closely with the school leadership team, a customized set of services will be developed.

Services to support teachers and school leaders include:

- Professional development workshops on performance-based global learning
- School-wide access to new innovative online *Teaching for Global Competence* and *Globally Focused Project-Based Learning* courses in collaboration with Arizona State University.
- On-site coaching for school leaders and teachers
- Curriculum, assessment, and instruction tools and resources
- Study tours to see flagship ISSN schools in action
- Site visits to review school's progress
- Network leadership meetings
- Network educator conference
- Electronic platform for teacher collaboration and resources

School Partnership Service Set

Service	Activities
ISSN Membership	Membership includes official affiliation to the ISSN, access to our online ISSN Learning Platform (curriculum resources, shared collaboration space, student travel scholarship information, funding opportunities etc), the national ISSN Professional Learning Community, and other opportunities brokered by Asia Society.
On-Site and/or Virtual Coaching	To support a school/program in the development and implementation of the Global School Design and ISSN Learning System (the Graduation Performance System), a certified ISSN coach provides on-site and virtual executive and staff coaching to the school leadership team. The ISSN coach is a veteran school leader or staff developer with a background of proven success in curriculum, instruction, and assessment. The coach will assist the leader/teachers to transform curriculum, instruction and assessment strategies in the school.
Leaders Seminars	Bi-annual gathering of ISSN school leaders to build their capacity to lead and sustain the development of an effective international studies school/program. The intent of the workshops is to bring together leaders from across the national network to share best practice, learn about new innovations and strategies, engage in shared problem-solving, and deepen global education and 21 st Century knowledge and skills. Please note that these seminars may be held both in person as well as virtually.
ISSN Summer Institute	Intensive professional development conference held annually for school teams. The purpose of the annual gathering is to: learn about and strengthen implementation of the Global School Design and Graduation Performance System, strengthen connections with the national ISSN network, and learn more about the national and international global education reform movement.
Online Global Competence Education Courses for Educators (offered in partnership with Arizona State University)	<p>Unlimited access for ISSN educators per school to participate in online professional development courses designed to help teachers approach their work with a project-based, deeper learning framework. These high quality, interactive courses are:</p> <ul style="list-style-type: none"> • Designed to help teachers see how global competence education helps students meet state and other standards • Builds the foundations for using project-based learning, performance assessments, and other deeper learning strategies using easy-to-use tools and resources <p>Structured so that teachers can immediately apply learning in their classrooms</p>

Outlined Scope of Services for 2017-2018

SERVICES
Leaders Seminar Series (1 school leader for Fall Virtual Seminar 2017 and Summer Leaders Seminar 2018)*
On-Site Coaching (6 days)
Summer Institute (1 leader seat and 1 teacher seat for Summer 2018)
Participant Travel for Leaders to Summer Leaders Seminar and Summer Institute
Participant Travel for Teacher to Summer Institute
PRODUCTS & RESOURCES
Access to ISSN resources (Global School Design Model, Performance Outcomes, Rubrics, Performance Assessment Shells, Global Issue Overviews, Essential Questions, and Menus of Instructional Strategies and Formative Assessment.
School-wide access to our electronic network collaboration tool the NING.
Unlimited school-wide access to new innovative online Teaching for Global Competence and Globally Focused Project-Based Learning courses in collaboration with Arizona State University.
Total Cost: \$32,150

** Please note that costs include registratio and most meals, but do not include airfare or hotels.*

Contact Details

Kate Farmer | Associate Director of School Partnerships | kfarmer@asiasociety.org | 212 327 9307 | www.asiasociety.org/issn

OUSD Consultant Billing Rate Guideline Waiver Request

Directions

All District professional services contracts must be paid at an hourly rate within the OUSD Billing Rate Guidelines. Principals and managers can submit a waiver request to pay consultants at a higher hourly rate or in special circumstances, a flat fee contract. Billing rate guideline waivers require Cabinet level approval (CFO, CSO, CCA, CAO or Assistant Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to renegotiate the compensation and resubmit the contract for approval.

Contractor Name	The Asla Society
Contract Originator Name	Katherine Carter
Site or Department	217 Oakland SOL
Requisition Number	R0182990

Reason for requested waiver:

☐ Specialized skills set justifies higher hourly rate, see resume or statement of qualifications attached

☐ Short-term contract requires a higher hourly rate. Contract is less than one month in duration.

☒ Other, please explain:

Contractor charges a flat rate.

Approval Cabinet Level approval required (CFO, CSO, CCA, CAO or Assistant Superintendent)	
Network or Executive Officer	Date
<i>Sara Stone</i>	2/16/18
Cabinet Level	Date

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2017-2018



Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and Talent Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition, the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist ☐ For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
☐ For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)
☐ For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact Emails about this contract should be sent to: (required) Katherine.Carter@ousd.org

Contractor Information

Contractor Name	The Asia Society	Agency's Contact	Lisa Tyrell		
OUSD Vendor ID #	I007186	Title	Director		
Street Address	725 Park Avenue	City	New York	State	NY
Telephone	(212) 327-9307	Email (required)	LTyrell@asiasociety.org		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	4/12/2018	Date work will end	6/30/18	Other Expenses	
Pay Rate Per Hour (required)		Number of Hours (required)			

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
9305	Educate 78	2171349101	5825	\$ 32,150.00
			5825	\$ 0.00
			5825	\$ 0.00
Requisition No. (required)		R0182990	Total Contract Amount	
			\$ 32,150.00	

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

☒ OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

1.	Administrator / Manager (Originator)		Name	Katherine Carter	Phone	(510) 636-7992
	Site/Department (Name & #)		217/Oakland SOL		Fax	
	Signature		Date Approved			
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Community Schools & Student Services <input type="checkbox"/> Risk Mgmt					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)					
	Signature		Date Approved			
3.	Network Superintendent/Deputy Network Superintendent					
	Signature		Date Approved		3/20/18	
	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ _____					
4.	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
	Signature		Date Approved		3/20/18	
5.	Superintendent, Board of Education Signature on the legal contract					
Legal Required if not using standard contract		Approved	Denied - Reason		Date	
Procurement	Date Received		PO Number			

SAM Search Results
List of records matching your search for :

Search Term : the* asia* society*
Record Status: Active

ENTITY ASIA SOCIETY, INC. THE		Status:Active
DUNS: 791066426	+4:	CAGE Code: 7REV3 DoDAAC:
Expiration Date: Sep 5, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1370 SOUTHMORE BLVD City: HOUSTON ZIP Code: 77004-5828	State/Province: TEXAS Country: UNITED STATES	

ENTITY ASIA SOCIETY, THE		Status:Active
DUNS: 071045520	+4:	CAGE Code: 4AQZ8 DoDAAC:
Expiration Date: Aug 7, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 725 Park Ave City: New York ZIP Code: 10021-5025	State/Province: NEW YORK Country: UNITED STATES	