

Board Office Use: Legislative File Info.	
File ID Number	13-1298
Introduction Date	6-26-13
Enactment Number	13-1304
Enactment Date	6-26-13 ef



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
 Tony Smith, Ph.D., Superintendent

From By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date 6-26-13
 (To be completed by Procurement)

Subject Professional Services Contract Amendment - 1
Expeditionary Learning New York NY (Contractor, City/State) -
175/Manzanita SEED (site/department)

Action Requested Ratification by the Governing Board of the amendment to the professional services contract between the District and Expeditionary Learning. Services to be primarily provided to 175/Manzanita SEED for the period of 04/01/2013 through 06/30/2013, in an amount not to exceed \$ 12,000.00.

Background
A one paragraph explanation of why an amendment is needed.

An amendment of \$12,000 to the original contract with Expeditionary Learning is needed. This amendment will allow SEED teachers to receive 276 hours of additional support and professional development in developing curriculum in alignment with the Common Core state standards.

Discussion
One paragraph summary of the amended scope of work.

Amendment number one of a contract for services between OUSD and Expeditionary Learning for the latter to provide support in developing curriculum as well as provide additional hours of professional development to the faculty.

Recommendation Ratification by the Governing Board of the amendment to the professional services contract between the District and Expeditionary Learning. Services to be primarily provided to 175/Manzanita SEED for the period of 04/01/2013 through 06/30/2013, in an amount not to exceed \$ 12,000.00.

Fiscal Impact Funding resource name (please spell out) Title I
not to exceed \$12,000.00

Attachments

- Contract Amendment
- Copy of original contract

Board Office Use: Legislative File Info.	
File ID Number	13-1298
Introduction Date	6-26-13
Enactment Number	13-1306
Enactment Date	6-26-13



AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Expeditionary Learning (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 12/01, 2012, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work has changed. ONLY the funding source has changed.
If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
 Revised scope of work attached. **OR,** The CONTRACTOR agrees to provide the following amended services:
 Expeditionary Learning will provide 276 additional hours to support faculty in developing curriculum in alignment with common core state standards.

2. **Terms (duration):** The term of the contract is unchanged. The term of the contract has changed.
If the term has changed: The contract term is extended by an additional _____(days/weeks/months), and the amended expiration date is _____.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation has changed: The contract price is amended by
 Increase of \$ 12,000.00 to original contract amount
 Decrease of \$ _____ to original contract amount
 and the new contract total is _____ dollars (\$24,000.00)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**
 There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Maria Santos 6-6-2013
 President, Board of Education Date
 Superintendent or Designee

[Signature] 4-25-13
 Contractor Signature Date

Certified: [Signature] 6/27/13
Edgar Rakestraw, Jr. Secretary Date
 Board of Education
 Board of Education

THOMAS VAN WINKLE, COO
 Print Name, Title

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Amendment number one of a contract for services between OUSD and Expeditionary Learning for the latter to provide support in developing curriculum as well as provide additional hours of professional development to the faculty.

SCOPE OF WORK

Expeditionary Learning will provide a maximum of 276.00 hours of services at a rate of \$43.48 per hour for a total not to exceed \$12,000.00. Services are anticipated to begin on 04/01/2013 and end on 06/30/2013.

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.

Manzanita SEED will receive an additional 276 hours of support and professional development from Expeditionary Learning. This will include eight direct service days on site. The purpose of this contract amendment is to facilitate the development of Common Core aligned curricular units for each grade level.

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.

With the support provided by this contract amendment with Expeditionary Learning, SEED teachers will create curricular units for each grade level that are aligned to the Common Core State Standards in ELA. These standards-based units will be written in English and Spanish for each grade level. As a result, all students at Manzanita SEED will be engaged in learning grade level skills through meaning immersion in science and social studies-based curriculum. This participation in rich, rigorous, content-based curriculum will better prepare our students for college and career. Through the implementation of this engaging curriculum, SEED's suspension rate will go down and school attendance will increase. We will track and measure Expeditionary Learning's support using district data (attendance data, suspension data, Healthy Kids Survey, and state and local testing measures)

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

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: 1740

 - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-



Ret'd to date
MAY 14 2013

AMENDMENT ROUTING FORM

MAY 2012-2013

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1

Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.

- Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work has changed. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
- OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

Attachment Checklist

- Contract amendment packet including Board Memo and Amendment Form
- Amended Scope of work (Be specific as to what additional work is being done by this consultant.)
- A Board Approved copy of the original contract and any prior Amendments.

OUSD Staff Contact Emails about this contract should be sent to: (Required) zoe.mathews@ousd.k12.ca.us

Contractor Information

Contractor Name	Expeditionary Learning	Agency's Contact	John LeCavalier		
OUSD Vendor ID #	V025063	Title	West Regional Director		
Street Address	247 West 35th Street 8th Floor	City	New York	State	NY
Telephone	(212) 239-4455	Email	jlecavalier@elschools.org		
			Zip	10001	

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 12,000.00	Original PO Number	P1305641		
Amended Amount	\$ 12,000.00	New Requisition #	R0317703		
New Total Contract Amount	\$ 24,000.00	Start Date	04/01/2013	End Date	06/30/2013
Pay Rate Per Hour (Required)	43.48	Number of Hours (Required)	276.00		

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
3010	Title I	1754850101	5825	\$ 12,000.00
			5825	\$
			5825	\$

Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

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

1.	Site Administrator or Manager	Name	Katherine Carter	Phone	5105352832	Fax	5105352834
	Site / Department	175/Manzanita SEED					
2.	Signature	<i>KM Carter</i>			Date Approved	4/1/13	
	Resource Manager , if using funds managed by: <input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships	Signature	<i>Shirley Kay</i>			Date Approved	5/14/13
3.	Regional or Executive Officer	Signature	<i>[Signature]</i>			Date Approved	5/29/13
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000	Signature	<i>Maria Santos</i>			Date Approved	6-5-2013
5.	Superintendent or Board of Education Signature on the legal contract						
Legal Required if not using standard contract		Approved	Denied - Reason		Date		
Procurement	Date Received	PO Number		P1305641			

2800

Board Office Use: Legislative File Info.	
File ID Number	13-0196
Introduction Date	2/27/13
Enactment Number	13-0404
Enactment Date	2-27-13



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To The Board of Education
 From Tony Smith, Ph.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
 (To be completed by Procurement) 2-27-13

Subject Professional Services Contract -
Expeditionary Learning New York NY (contractor, City State)
175/ Manzanita SEED Elementary School (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Expeditionary Learning. Services to be primarily provided to 175/ Manzanita SEED Elementary School for the period of 12/01/2012 through 06/13/2013.

Background
 A one paragraph explanation of why the consultant's services are needed.
 Expeditionary Learning is a research-based design and teacher development program for comprehensive school improvement. Expeditionary Learning's services will help faculty and school leaders foster the full implementation of the Expeditionary Learning school reform design.

Discussion
 One paragraph summary of the scope of work.
 SEED has contracted with EL to receive 8.2 days of direct service, and for teachers to attend a variety of off-site professional development, in order to further our implementation of this comprehensive school reform model and improve the curricula for all students. Direct service days are designed to improve the quality of teaching by training teachers in designing rigorous, standards-based curriculum.

Recommendation Ratification of professional services contract between Oakland Unified School District and Expeditionary Learning. Services to be primarily provided to 175/ Manzanita SEED Elementary School for the period of 12/01/2012 through 06/13/2013.

Fiscal Impact Funding resource name (please spell out) Title I
 not to exceed \$ 12,000.00

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

Board Office Use: Legislative File Info.	
File ID Number	13-0196
Introduction Date	2/27/13
Enactment Number	13-0404
Enactment Date	2-27-13



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Expeditionary Learning (CONTRACTOR). 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:** The 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 12/01/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/13/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed twelve thousand Dollars (\$ 12,000.00). 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: _____

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the 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.

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* _____ 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.

- 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.: 175/ Manzanita SEED Elementary School
Address: _____
Oakland, CA
Phone: (510) 535-2832

CONTRACTOR:

Name: John LeCavalier
Title: West Regional Director
Address: 247 West 35th Street 8th Floor
New York NY 10001
Phone: (212) 239-4455

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. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. 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.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

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

10. Insurance:

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

Check one of the boxes below:

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

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

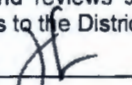
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence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

OR

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

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

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the 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, the 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.
14. **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 drugs on these sites.
15. **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.
16. **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.
17. **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.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
1. **Tuberculosis Screening**
 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.
- Contractor initial: 
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
20. **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.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the 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).

Professional Services Contract

- 22. **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.
- 23. **Confidentiality.** The 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.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

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

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **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.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District'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.
- 28. **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.
- 29. **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.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplsearch.do>)

Summary of terms and compensation:

Anticipated start date: 12/01/2012 Work shall be completed by: 06/13/2013 Total Fee: \$ 12,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos
 President, Board of Education
 Superintendent or Designee

 Secretary, Board of Education

1-29-2013

 Date

CONTRACTOR

[Signature] 11/2/12

 Contractor Signature Date

 John LeCavalier West Regional Director
 Print Name, Title

Certified:
[Signature] 2/28/13

 Edgar Rakestraw, Jr., Secretary
 Board of Education

File ID Number: 13-0196
 Introduction Date: 8-27-13
 Enactment Number: 13-0404
 Enactment Date: 2-27-13
 By: [Signature]

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

A contract for services between OUSD and Expeditionary Learning of New York, NY for the latter to provide 276 hours of professional development for up to 30 teachers and administrators to attend a variety of off-site professional development conferences. The professional development provided by EL will help teachers combine rigorous academic content with higher-order thinking skills to prepare students for college. Expeditionary Learning's school reform model includes Building a Community of Learning which includes identifying clear school-wide expectations, traditions and a climate of learning which will help reduce suspensions.

SCOPE OF WORK

Expeditionary Learning _____ will provide a maximum of 276.00 hours of services at a rate of \$43.48 per hour for a total not to exceed \$12,000.00. Services are anticipated to begin on 12/01/2012 and end on 06/13/2013.

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.

Manzanita SEED will receive 276 hours of professional development for up to 30 teachers and administrators including seven slots for the national and/or regional conferences. This will allow SEED's instructional practice to be further aligned with the goals within the OUSD Strategic Plan and the Common Core State Standards.

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.

Expeditionary Learning partners with Manzanita SEED to implement a comprehensive school design model in the areas of curriculum, instruction, culture and character, assessment, and leadership. Expeditionary Learning will provide coaching, professional development, and support to the teachers. All teachers will participate in Expeditionary Learning professional development to develop standards-based expedition units in English and Spanish for all grades. As a result, all students at Manzanita SEED will be engaged in learning grade level skills through immersion in science and social studies-based expeditions in both English and Spanish. In addition, students will engage in meaningful fieldwork, service learning, and consult with experts in the content area that they are studying. This participation in a rich, content-based, real-life curriculum will better prepare our students for college and career. As a result SEED's suspension rate will go down and school attendance will go up. We will track and measure EL's support using district data, ie attendance data, suspensions data and state and local testing measures. We will also use the Healthy Kids Survey to gauge success of EL.

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 Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: 1740
- Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-



Thinking in a new direction

Across the country, educators, policy makers, and parents are looking for ways to fix an education system that is failing far too many students. Expeditionary Learning offers a different approach to school improvement, and we have the results to prove that it works. We engage our students so that they become self-motivated learners. We inspire our teachers and give them the tools they need to make a difference in their students' achievement. And we give hope to communities that have lost faith in the ability of their schools to prepare young people for success.

Inspiring transformation

A thriving professional network

We partner with school districts and charter boards to open new schools and transform existing schools at all levels, pre-K-12, and in all settings—urban, rural, and suburban. Since our start in 1992, we have grown from a small group of ten schools into a diverse national network of more than 150 schools.

Powerful professional development

We invest in the growth of both new and veteran teachers, helping them create rigorous and stimulating learning environments where students love to learn and teachers love to teach. We offer schools a comprehensive suite of professional development, coaching, and online tools to improve curriculum design, instruction, school culture, leadership, and assessment practices.

Engaged teaching and learning

Our model challenges students to think critically and take active roles in their classrooms and communities. This results in higher achievement and greater engagement in school. Our schools give students the academic and character-building skills they need to reach their potential as learners and leaders.



Alice B. Beal Elementary School
Springfield, MA, Kindergarten

"The idea is to put really important and difficult work together with great joy in doing it."

Greg Farrell, President Emeritus, Expeditionary Learning

Cultivating student success

Expeditionary Learning schools are outperforming state and district averages on standardized tests and closing critical achievement gaps. In many US cities, our schools are the highest-performing public schools, and in our high schools, 100 percent college acceptance is the standard. For our students, the benefits are clear.

Students in our schools:

- Graduate with the academic knowledge, critical thinking skills, and problem-solving capacity needed to succeed in college and beyond
- Hold themselves and their peers to high expectations for quality work, commitment to learning, and character
- Take leadership roles in their schools and communities
- Engage their families and communities in their learning by leading family conferences and making formal presentations to expert panels
- Complete projects that challenge them to do the work of professionals—scientists, historians, mathematicians, writers, and artists
- Work with experts and conduct field research to produce high-quality academic products that meet professional standards
- Contribute to their communities through meaningful service embedded in the curriculum
- Benefit from learning in an environment that is physically and emotionally safe, marked by kindness, respect, and responsibility
- Find joy in learning

ENGAGING WITH COMMUNITIES

Third- and fourth-grade students at **Capital City Public Charter School** in Washington, DC interviewed social service providers and the homeless people around their school to understand their lives and struggles. They wrote and illustrated an ABC book for younger children to teach them about the humanity and challenges of homeless people.



ACHIEVING "PERSONAL BESTS"

Kindergartners from **ANSER Charter School** in Boise, ID created bird cards that they sold throughout the state to raise money for bird habitats. They used structured peer critique to improve their drawings, and their fifth-grade research buddies helped them write accurate descriptions of bird habitats, diets, and life cycles.

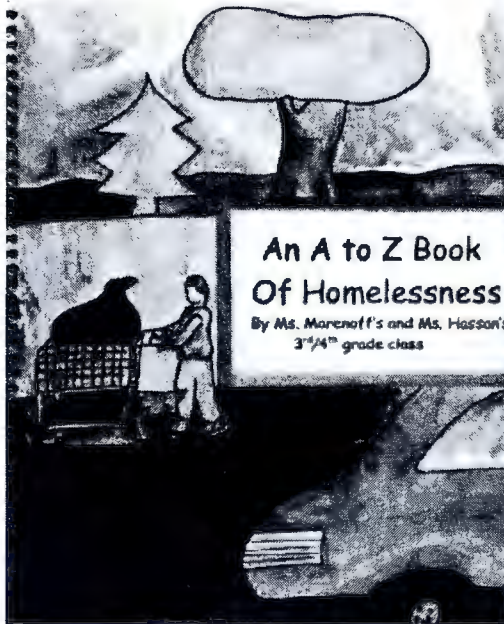


PENGUIN

Penguins live in Antarctica and all over and fish. They have flippers and swimming feet. They don't fly but they slide on the ice on their tummies and they swim. Penguins don't build nests. The female lays an egg on the dad's feet and he covers it with his tummy to keep it warm. She goes to get some food. He stays with the egg for 9 weeks and doesn't eat any food. See how and what get penguins as penguins have to swim away from them.

By **Colton** **Isaac** **Bobby** **Michelle**

These cards were created by kindergarten students from the ANSER Charter School, a public charter in Boise, Idaho. They collect for children's clothing, books, and toys. All proceeds from the sale of these cards will go to fund free counseling and educational efforts in Idaho.



An A to Z Book Of Homelessness

By Ms. Marchoff's and Ms. Hasson's 3rd/₄th grade class

"This kind of innovative school... is an example of how all our schools should be."

Barack Obama, US President, at Capital City Public Charter School, Washington, DC.

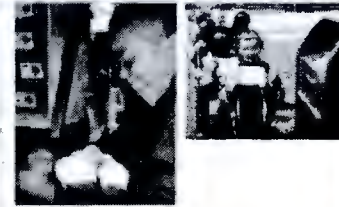


SOIVING COMPLEX, REAL-WORLD PROBLEMS

Springfield, MA facilities engineer Joseph Forest asked the ninth-grade environmental science class at **The Springfield Renaissance School** to collect data and make a recommendation for energy conservation in the city's school buildings. Students presented their "Greenprint" to the mayor, who eagerly accepted their recommendations. The city has since saved thousands of dollars in energy costs.

MAKING LEARNING RELEVANT

King Middle School students worked as historians, reporters, and writers to honor local civil rights heroes in their community of Portland, ME. Students interviewed and photographed local citizens who were actively involved in the civil rights movement and created biographies that highlighted their contributions.



Unlocking potential

Codman Academy Charter Public School is an Expeditionary Learning school in Dorchester, one of Boston's most challenged neighborhoods. It opened in 2001 in response to community demand for a small college preparatory high school. Like many of our secondary school students around the country, Codman's students know from the moment they begin ninth grade that they are on a path to college. They focus six days a week on rigorous coursework, in-depth projects, and internships that prepare them for success. They know how to dig deeply for meaning in their reading, write persuasively, learn from their peers, persevere until their work is of high quality, and look for the connections between academics and life.

Since the first students walked across the stage in 2005, all of Codman's graduates have been accepted to four-year colleges. Even better, 75 percent of them have either graduated or are still enrolled. This level of persistence is a direct result of Codman's postgraduate support. The dean of alumni visits graduates on their campuses, provides summer work assistance, and conducts workshops on everything from cultural adjustment to financial aid.

Codman's success is remarkable but not unique among our high schools. Those with 100 percent college acceptance rates set the standard for the national network.

"In addition to studying books and striving for academic excellence, there was definitely the sentiment within the school that we owed a duty to our community and our families."

Shaun Robinson, Alumnus
Codman Academy



"The environment at
an Expeditionary Learning
school breeds leaders."

Roxanne Henry, Parent
World of Inquiry School, Rochester, NY

Building quality schools

Our on-site coaching, off-site institutes, mentor schools, print materials, and online resources help new and existing schools move toward excellence.

Dynamic leadership

We support school leaders in building effective, collaborative teams focused sharply on student achievement, continuous improvement, and celebrating learning across the school.

Compelling curriculum

We make content and skills standards come alive for students by connecting learning to relevant issues, identified needs, and authentic audiences. Academic content is charged with rigor through the curricular structures of learning expeditions, case studies, projects, fieldwork, consultation with community experts, service learning, and exhibitions of student work.

Engaging instruction

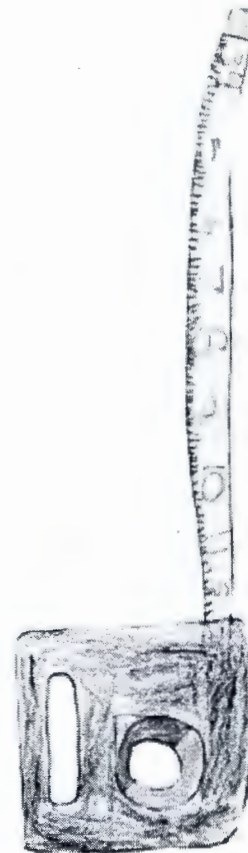
We teach effective instructional strategies during off-site institutes and on-site professional development sessions. Our school designers work one-on-one with individual teachers in the classroom and outside of class to plan, model, critique, and support best practices.

Continuous assessment

We equip teachers to infuse ongoing formative assessment into their lessons and to build effective summative assessments to track student learning. We support a whole-school focus on using multiple sources of data to refine instruction and improve student achievement.

Positive school cultures

We help our schools build cultures of respect, responsibility, courage, and kindness, where students and adults are committed to quality work and citizenship.



Alice B. Beat Elementary School
Springfield, MA, Kindergarten

Join us

School leaders, teachers, parents, and supporters can help bring Expeditionary Learning to more schools. You can read more about us and review our latest results at www.elschools.org. Contact us to learn more about our school partnerships and ways to support our mission.

Together, we can transform our schools into places where students and adults become leaders of their own learning.





EXPEDITIONARY LEARNING

247 West 35th Street
Eighth Floor
New York, NY 10001
212-239-4455 tel
212-239-8287 fax

www.elschools.org

A chartered entity of Outward Bound

Designed by Thinkso Creative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/25/2012

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 Fred C. Church, Inc. 41 Wellman Street Lowell, MA 01851 (800) 225-1865	CONTACT NAME: Karen A. Stone, CPCU, AIC
	PHONE (A/C, No., Ext.): 978 3227204 FAX (A/C, No.): (978) 454-1865 E-MAIL ADDRESS: kstone@fredchurch.com
INSURED Outward Bound, Inc. dba Outward Bound USA 910 Jackson Street Att: Steve Neal Golden, CO 80401	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Commerce & Industry Ins. Co. 19410
	INSURER B : Hanover Insurance Company 22292
	INSURER C : Lexington Insurance Company 19437
	INSURER D :
	INSURER E :

COVERAGES **CERTIFICATE NUMBER:** 21604 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY	X	013135918	5/1/2012	5/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		AHN9530569	5/1/2012	5/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		013136407	5/1/2012	5/1/2013	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC006517763	12/31/2011	12/31/2012	<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)
Certificate holder is included as Additional Insured with respect to the operations of the named insured for off-site professional development provided to teachers.

Evidence of coverage for Expeditionary Learning, Inc. as a chartered entity of Outward Bound, Inc.

CERTIFICATE HOLDER Oakland Unified School District Risk Management Dept. 1025 2nd Avenue Oakland, CA 94608	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 <i>Herman P. Laturnau</i>
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REC'D DEC 3 - 2012

NOV 26 2012

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

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 HRSS 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 individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.epis.gov/epis/search.do>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
- For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact Emails about this contract should be sent to: (required) zoe.mathews@ousd.k12.ca.us

Contractor Information

Contractor Name	Expeditionary Learning	Agency's Contact	John LeCavalier		
OUSD Vendor ID #	V025063	Title	West Regional Director		
Street Address	247 West 35th Street 8th Floor	City	New York	State	NY Zip 10001
Telephone	(212) 239-4455	Email (required)	jlecavalier@elschools.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	12/01/2012	Date work will end	06/13/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 43.48	Number of Hours (required)	276.00		

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
3010	Title I	1754850101	5825	\$ 12,000.00
			5825	\$
			5825	\$
Requisition No. (required)	R0307192	Total Contract Amount		\$ 12,000.00

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.epis.gov/epis/search.do>)

1.	Administrator / Manager (Originator)	Name	Katherine Carter	Phone	(510) 535-2832
	Site / Department	175/ Manzanita SEED Elementary School		Fax	(510) 535-2822
	Signature			Date Approved	
2.	Resource Manager if using funds managed by: <input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input checked="" type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	11/30/12
	Signature (if using multiple restricted resources)			Date Approved	
3.	Regional Executive Officer				
	<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	12/19/12
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate Under <input type="checkbox"/> Over <input type="checkbox"/> \$50,000			
	Signature			Date Approved	1-29-13
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		P1305641	