

Board Office Use: Legislative File Info.	
File ID Number	13-1619
Introduction Date	6-26-13
Enactment Number	13-1342
Enactment Date	6-26-13



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Maria Santos, Deputy Superintendent, Instruction Leadership & Equity-In-Action  
*Maria Santos*

**Board Meeting Date** June 26, 2013

**Subject** **AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH WESTED**

**Action Requested** Approval of Amendment No. 2 to Professional Services Contract between WestEd and the District

**Background** By enactment No. 11-0113 on January 26, 2011, the Board approved a contract with WestEd to provide a Principal's Institute to support the needs of language learners in grades 4-8. The contract was subsequently amended by Enactment 11-1272 approved by the Board on June 22, 2011 to expand the scope to provide extensive professional development to principals, coaches, teachers and central office staff and train trainers.

**Discussion**  
*One paragraph summary of the scope of work.* Amendment No. 2 extends the term of the Agreement from July 1, 2013 to June 30, 2014. There are no other changes.

**Recommendation** Approval of Amendment No. 2 to Professional Services Contract between WestEd and the District

**Fiscal Impact** Contract has been funded; no new monies

**Attachments**

- Amendment No. 2
- Amendment No. 1
- Agreement

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**AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT  
BETWEEN  
WESTED  
And  
OAKLAND UNIFIED SCHOOL DISTRICT**

By enactment No. 11-0113 on January 26, 2011, the Board approved a contract with WestEd to provide a Principal's Institute to support the needs of language learners in grades 4-8. The contract was subsequently amended by Enactment 11-1272 approved by the Board on June 22, 2011 to expand the scope to provide extensive professional development to principals, coaches, teachers and central office staff and train trainers.

The parties hereby agree to further amend the contract as follows:

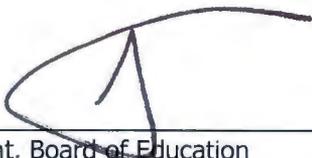
- 1) The parties agree to expand the term of Amendment 1 to the Agreement for an additional fiscal year, for the term from July 1, 2013 to June 30, 2014
  
- 2) All understandings, agreements, covenants, and representations express or implied, oral or written between the Parties are contained and merged herein. No other agreements, covenants, or representations, express or implied, oral or written, have been made by or between the Parties concerning the subject of this Amendment. This is an integrated agreement. It may not be altered, modified or otherwise changed in any respect except in a writing signed by each party.
  
- 3) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: 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/portal/public/SAM>

**WestEd**

Virgilio F. Tinio, Jr.  
Virgilio F. Tinio, Jr. (Jun 13, 2013)

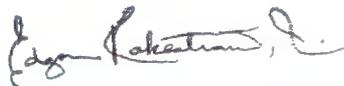
Virgilio Tinio, Jr.  
Contracts Administrator

**Oakland Unified School District**



6/27/13

President, Board of Education  
Oakland Unified School District



6/27/13

Secretary, Board of Education  
Oakland Unified School District

**Signature:** Virgilio F. Tinio, Jr.  
Virgilio F. Tinio, Jr. (Jun 13, 2013)

**Email:** vtinio@wested.org

**Title:** Contracts Administrator

**Company:** WestEd

Board Office Use: Legislative File Info.	
File ID Number	11-1061
Introduction Date	6/13
Enactment Number	11-1272
Enactment Date	6-22-11 <i>MS</i>



**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  
(To be completed by  
Procurement)

6-22-11

Subject

Professional Services Contract Amendment - No.1  
WestEd San Francisco CA (Contractor, City/State) -  
Leadership, Curriculum & Instruction (site/department)

Action Requested

Approval by the Governing Board of the amendment to the professional services contract between the District and WestEd. Services to be primarily provided to Leadership, Curriculum & Instruction for the period of 11/15/2010 through 06/30/2011, in an amount not to exceed \$680,000.00.

Background

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

The Teacher Professional Development Program at WestEd proposes to work with Oakland Unified School District to develop the expertise of principals, coaches and teachers to support the needs of language learners in PK-12 grades. This professional development series would build the capacity of individuals to identify, support and design high quality instruction that specifically addresses the needs of language learners and the development of multiple literacies across content. WestEd will expand services to high school principals, the department of Leadership, Curriculum and Instruction and also include an apprenticeship model to develop 20 OUSD employees as trainers for this framework.

Discussion

*One paragraph summary of the amended scope of work.*

Approval by the Board of Education of Amendment No. 1 of Professional Services Contract between the District and WestEd, San Francisco, CA, for the latter to provide a series of professional development to 101 principals, 50 instructional coaches and up to 400 teachers and 30 central office administrators and also develop up to 20 OUSD employees to be trainers for this professional development seminar for an additional amount of \$680,000.00, amending the original contract amount from \$62,000.00 to \$ 742,000.00 for the period November 15, 2010 through June 30, 2011. All other terms and conditions of the contract will remain in full force and effect.

Recommendation

Approval by the Governing Board of the amendment to the professional services contract between the District and WestEd. Services to be primarily provided to Leadership, Curriculum & Instruction for the period of 11/15/2010 through 06/30/2011, in an amount not to exceed \$680,000.00.

Fiscal Impact

Funding resource name (please spell out) English Language Program - Instruction  
not to exceed \$680,000.00

Attachments

- Contract Amendment
- Copy of original contract

Board Office Use: Legislative File Info.	
File ID Number	11-1061
Introduction Date	6-15-11
Enactment Number	11-1272
Enactment Date	6-22-11



**OAKLAND UNIFIED SCHOOL DISTRICT**

Community Schools, Thriving Students

**AMENDMENT NO. No.1  
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and WestEd (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on November 15, 2010, and the parties agree to amend that Agreement as follows:

1. **Services:**     The scope of work is unchanged.                       The scope of work 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:

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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 0 (days/weeks/months), and the amended expiration date is 06/30/2011.

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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 \$ 680,000.00 to original contract amount  
 Decrease of \$ \_\_\_\_\_ to original contract amount  
and the new contract total is seven hundred forty-two thousand dollars (\$ 742,000.00 )

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  
  
 President, Board of Education                      6/23/11 Date  
 Superintendent or Designee  
  
Edgar R. Straw, Jr., Secretary                      6/23/11 Date  
Board of Education

CONTRACTOR  
  
Contractor Signature                      4/25/11 Date  
Print Name, Title  
**Michael J. Neuenfeldt**  
**Director, Contracts Management**

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By:   
Attorney at Law

**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 THE SCOPE OF WORK

Approval by the Board of Education of Amendment No. 1 of Professional Services Contract between the District and WestEd, San Francisco, CA, for the latter to provide a series of professional development to 101 principals, 50 instructional coaches and up to 400 teachers and 30 central office administrators and also develop up to 20 OUSD employees to be trainers for this professional development seminar for an additional amount of \$680,000.00, amending the original contract amount from \$62,000.00 to \$742,000.00 for the period November 15, 2010 through June 30, 2011. All other terms and conditions of the contract will remain in full force and effect.

**SCOPE OF WORK**

**Contractor Name:**

WestEd will provide a maximum of 800 hours of services at a rate of \$ 850.00 per hour for a total not to exceed \$ 680,000.00 Services are anticipated to begin on 11/15/2010 and end on 06/30/2011.

**1. Goals or Objectives**

Describe the service(s) the contractor will provide. What is contractor expected to achieve? What are the expected outcomes?

WestEd will provide a series of professional development to 101 principals, 50 instructional coaches and up to 400 teachers and 30 central office administrators and develop up to 30 Oakland Unified School District employees to be trainers for this professional development which will develop the expertise of educators at different levels to initiate, enact, support and recreate in the future deep and rigorous academic and life literacies for all OUSD students.

**2. Description of Services to be Provided**

Describe the specific duties assigned or attributable to this contractor, not the department. (What objective evidence will demonstrate the consultant has provided the services.)

The Teacher Professional Development Program at WestEd will work with Oakland Unified School District in a three-pronged initiative to develop the expertise of educators at different levels to initiate, enact, support, and recreate in the future deep and rigorous academic and life literacies for all OUSD students. The proposal recognizes that all teachers need to become not just teachers of academic content, but mainly socializing agents of all students into the world of schooling and the larger society. This entails helping students thrive by developing the habits of mind characteristic of critical and thoughtful individuals, and by socializing them into the ways of being, thinking, speaking, reading, and writing in disciplinary areas to be ready for college and become engaged citizens. This academic and life socialization will help students become aware and autonomous as they deliberately engage in social or academic interactions with a wide variety of purposes, with diverse audiences, in different settings, using the language that is appropriate to succeed in college and career.

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

Please describe how this scope of work aligns with a specific action item in the SPSA.

Please select:

Action Item included in Board Approved SPSA Action Item Number: \_\_\_\_\_

Action Item added as modification to Board Approved SPSA – Attach appropriate paperwork, for directions see the Resource Manager List posted in the Professional Services Contract folder on the School Operations Library.

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# **Oakland Unified School District Twenty First Century Literacies Initiative: High Quality Effective Instruction**

A WestEd/TPD proposal draft for discussion  
October 12, 2010

## **Oakland Unified School District Twenty First Century Literacies Initiative: High Quality Effective Instruction**

The Teacher Professional Development Program at WestEd proposes to work with Oakland Unified School District in a three-pronged initiative to develop the expertise of educators at different levels to initiate, enact, support, and recreate in the future deep and rigorous academic and life literacies for all OUSD students. The proposal recognizes that all teachers need to become not just teachers of academic content, but mainly socializing agents of all students into the world of schooling and the larger society. This entails helping students thrive by developing the habits of mind characteristic of critical and thoughtful individuals, and by socializing them into the ways of being, thinking, speaking, reading, and writing in disciplinary areas to be ready for college and become engaged citizens. This academic and life socialization will help students become aware and autonomous as they deliberately engage in social or academic interactions with a wide variety of purposes, with diverse audiences, in different settings, using the language that is appropriate to succeed in college and career.

Everyone learns the language variety of the speech communities they are born into, and every speech community has evolved ways of using language that are functional for that community's needs. This means that every speech community has valuable and complex ways of using language, and elaborated registers, genres, and speech events. As children encounter new situations and interlocutors –and are invited into their lives- they develop different registers of language.

Literacy is the ability to construct, interpret, and respond to text in ways that appropriately fulfill communicative purposes. The term literacy includes all kinds of communication, oral, written, graphic, multimedia, hybrid, etc. So as not to confuse it with a narrow definition of literacy as the ability to read and write, we are using the term

Twenty First Literacies to capture not only the multiple aspects entailed in literacy but also to underscore the student's increasing ability to critically construct and interpret text, engaging in the habits of mind that are needed and valued in contemporary society. These skills are developed on an on-going basis. It is not the case that children learn to read by the time they are in fourth grade, and after that they read to learn. We continue learning to read, interpret, and produce different kinds of texts as we progress through our education. We intend to unpack in our work the varying literacy demands of students as they progress through schooling and become ready for college and beyond.

This initiative by Oakland Unified School District will offer educators a coherent portfolio of professional development opportunities aimed at preparing them to work with the rich range of ethnic, cultural, academic, and linguistic diversity that characterizes their schools. Although full of promise, many of these students have been educationally and societally underserved. The proposed work rests on the premise that all students arrive in our classrooms with immense potential, strengths to build on, and dreams for their future. It is the job of education professionals to realize that potential and to provide them with the right learning opportunities so that they can engage in rigorous academic content in language varieties they have yet to master and add to their repertoire. WestEd's Teacher Professional Development has an eleven-year track record developing educators' expertise so that they can provide diverse groups of students with the kinds of learning opportunities that support a future-oriented "pedagogy of promise." Based on the work of Lev Vygotsky and others who recognized that learning happens in *advance* of development and with particular kinds of support, a future-oriented pedagogy enlists students' inborn drive to belong to social groups, to learn, and to develop. While this kind of teaching is beneficial for all young people, it is particularly important for Standard English Learners and English Language Learners, the majority of the student population in Oakland Unified School District.

This approach proposes first of all that realizing language minority students' promise *requires* engaging them in intellectual challenge. Second, it recognizes that high challenge requires high support. The approach also reflects our strong belief that teachers build their expertise, in similar ways as their students, through intellectual challenge that is appropriately supported in collegial interactions, with reflection, and through ample practice. Our pedagogy weaves together ideas drawn from sociolinguistics, cognitive psychology, and sociocultural learning theory.

From sociolinguistics comes the notion that language is primarily social — a tool that human beings use to get things accomplished in the real world. This is a seemingly self-evident proposition unless it is set in contrast to another common way of thinking about language — primarily as syntactic, lexical, and phonetic systems. We use those — and other — systems when we communicate, but they are not what we focus on as we engage in interactions with others. We request, disagree, praise, suggest, etc., in ways that successfully accomplish what we intend — in ways that are appropriate to the social moment. Understanding language, therefore, is primarily a matter of understanding actions (utterances) based on an understanding of the contexts in which they are expressed: who said what, what relationship speakers have with each other, where the expression is uttered, when, for what purposes, using what perspective, intending which goals. As language users, we focus on the social role of language: action and communication. A focus on the code of a language (e.g., grammar), while also important,

is secondary.

From cognitive psychology, we build on the extensive research carried out to understand the nature of learning: the importance of building on prior knowledge, establishing relationships between and across ideas, and focusing learner attention on the processes of knowing — thinking about thinking. This latter aspect, metacognition, is extremely important for second language acquisition because it helps Standard English Learners and English Language Learners take control of their own learning and decide what to do when they do not understand the text at hand, whether it is oral or written. (Bransford, Brown & Cocking, 2000).

From sociocultural theory we bring in the assumptions that learning, especially in the early stages, is essentially social in nature. Ideas are initially acquired in interaction with others, and only later are they owned conceptually. Language interactions between teachers and students, and among students, play a pivotal role in mediating the construction of knowledge. Students are socialized into the academic practices of adults through invitations to engage in activity with others, by receiving models of how that engagement is enacted, and by being provided with the support and opportunity to practice and eventually own, or “appropriate,” those practices.

Four tenets of sociocultural learning theory help us understand how to affect learning and teaching:

Development follows learning (therefore, teaching precedes development). Participation in activity is central in the development of knowledge.

Participation in activity progresses from apprenticeship to appropriation, or from the social to the individual plane.

Learning can be observed as changes in participation over time.

**Development follows learning (therefore, teaching precedes development)**

Many times we hear teachers say they can't teach a specific unit or lesson to their English language learners because “their English is not there yet.” The assumption seems to be that before students can learn concepts and skills, they need to know the related language — that language and content are two separate entities. This idea derives from traditional developmental psychology, which posits that learning can only be successful after the learner shows that the relevant mental functions have already matured.

Instead, and in line with thinking first proposed by Vygotsky, we believe that learning truly happens only if it is ahead of development. In response to teachers' worries, we would say that development occurs precisely because teachers plan lessons beyond the students' ability to carry them out independently. The catch, of course, is that the lessons be deliberately designed to present high support along with high challenge. This support comes by way of teacher invitations that engage students' intrinsic motivation, that involve students in using new concepts and new language in meaningful contexts, and that provide students with the opportunity to develop their understanding in interactions with others, at least initially. In this view, deliberate, well-constructed teaching drives development.

**Participation in activity is central in the development of knowledge**

Students develop higher-order functions as they engage in activity that requires them to use language. Vygotsky emphasized the primacy of linguistic mediation in the development of higher mental processes; he contended that language is the main vehicle of thought and all language use is dialogical, or based on social interaction. Even when social speech is internalized as inner speech, it remains essentially dialogical and social and continues to have the function of supporting thinking. When we are faced with a difficult task that requires much thought and concentration, we will often make our inner speech overt, turning it into private speech that is audible, but not directed at anyone but ourselves. For example, we might overhear a learner struggling with algebraic functions engage in private speech: “Oops, that can't be right...Perhaps I should start by making a function table...Ah, good! I see why that relationship is off.” In this instance we see language and thought intimately

interconnected as the learner attempts to marshal resources and control the task. Language, then, is an abstract tool that mediates all learning, in the way that physical tools mediate the conduct of physical tasks.

If social interaction is the basis for language and learning, as described above, the notion of consciousness (awareness of self and one's surroundings), the development of identity, and physical and mental skills and abilities all emerge from and in interaction. As Vygotsky puts it, "[H]uman learning presupposes a specific social nature and a process by which children grow into the intellectual life of those around them" (1978, p. 88).

"[E]very function in the child's development appears twice, on two levels. First, on the social, and later on the psychological level; first between people as an interpsychological category, and then inside the child as an intrapsychological category" (1978, p. 128). Children internalize what they learn in social interactions not by "copying and pasting," but through a process of transformation involving appropriation and reconstruction. In Vygotsky's view of pedagogy, all knowledge arises in social activity, and all learning is co-constructed, with the learner transforming the social learning into psychological, or individual, learning over time. Such learning, Vygotsky suggests, takes place in a learner's *zone of proximal development*.

The zone of proximal development is the most recognized — almost emblematic — construct in Vygotsky's theory of learning. The most often quoted definition of ZPD describes learning that results from interaction with someone more accomplished than the learner:

It is the distance between the actual developmental level as determined by independent problem solving and the level of potential development as determined through problem solving under adult guidance or in collaboration with more capable peers. (Vygotsky, 1978, p. 86) Vygotsky also recognized, however, that interactions between peers with essentially equal knowledge could also result in learning. Many researchers (Donato, 1994; Gibbons, 2002; Mercer, 1995; Rogoff, 1995) have further developed this idea of joint construction of knowledge among peers.

For Vygotsky and other sociocultural theorists, "problem solving under adult guidance or in collaboration with...peers" does not refer to just any and all kinds of "assistance" or "helping." First, learning quite precisely presupposes initiative and agency on the part of the learners. While the teacher must set up tasks that invite learner agency (active involvement and the development of autonomy), it is the collaborative work of the learners that will show their ZPD, or level of development to come, and the kind of support that will result in learning. Most of this book consists of the fundamentals of working within such proximal contexts and in supporting learners' proximal abilities, or abilities that are just on the horizon.

#### **Participation in activity progresses from apprenticeship to appropriation, from the social to the individual plane**

As learners engage in collaborative activity beyond their individual ability to perform, they apprentice the ways of "doing it right," in accordance to the patterns of behavior valued by their community. If the task is a history discussion of multiple points of view, for example, students will learn how to make a statement or claim from a given perspective and how to use documentary evidence to articulate the assumptions or warrants that support the claim. English language learners, since they will be carrying out the activity in a language they do not fully understand, initially may imitate, uncomfortably, the models the teacher has provided. As they move from claim to claim in a scaffolded activity, and work together with peers, their understanding increases. Over time, students appropriate the ability to make claims from a historical character's perspective. Support is there as needed, and it is adjusted as the learners' needs change. What the support enables is a gradual owning of processes, ideas, and language. To paraphrase Vygotsky, what students can do with support today, they will be able to do alone tomorrow.

The fostering of autonomy is what all good teaching is about, but it starts with carefully designed and supported pedagogical activity that provides the continuity over time for learners to make proximal ideas, relationships, higher-order activities, and the language required to express them, their own.

#### **Learning can be observed as changes in participation over time**

If we want to see whether English language learners have appropriated knowledge, then we should ideally observe how they engage in similar activity over time. In the example above, students would tentatively repeat phrases they heard the teacher model, perhaps even using a list of formulaic expressions the teacher may have given them, such as, "in my opinion..." "do you agree that..." (see chapters 3 and 6 for more examples). Two weeks later, a similar interaction on

a different historical topic should show the same students now more comfortably engaging in the use of ideas and language they had encountered before. Now no supports are needed, and there is more fluency in students' expressions, although their participation is still hesitant. A month or two later, we should observe students who are comfortably engaging in making claims, while at the same time apprenticing how to express other historical functions.

Taken together, these tenets of sociocultural learning theory enable us to propose a pedagogy of promise, one that looks at students' academic futures as the deliberate development of potential built on what they bring to the

class. Rather than looking at students' past performance and achievements (what they have or have not learned so far), a teacher's role shifts to creating enticing opportunities for students to interact around key disciplinary topics, through the mediation of emergent language skills (Ellis, 2006). Given the linguistic and academic diversity of a class, the teacher determines what learning experiences will allow all students in the class to operate in their zone of proximal development, and provides the needed supports. Yuri Bronfenbrenner, an ecological psychologist, recounts an anecdote in which A. N. Leont'ev (Vygotsky's colleague) compares in a similar vein the difference between Soviet and American psychologists' approaches: "American researchers are constantly seeking to discover how the child came to be what he is; we in the USSR are striving to discover not how the child came to be what he is, but how he can become what he is not yet" (from a conversation between Leont'ev and Bronfenbrenner in 1977, reported in Bronfenbrenner 1979, p. 40). Instead, then, of testing students at a given point in time to see what they learned in the past, it is more revealing to observe students' participation in academic activity over time, to see how their potential matures.

From: Walqui, A. and van Lier, L. (2010). Scaffolding the academic success of adolescent English Language Learners. San Francisco: WestEd. pp. 6-12.

### **1. Principled Practice**

We define the backbone that will guide the offering of learning opportunities to the diversity of students across Oakland's schools and grade spans as a result of its twenty first century initiative, as a principled one. We recognize that in order to offer students culturally and linguistic responsive instruction, pedagogies need to be situated in their particular contexts of schooling. It would be impossible and counter productive to use a cookie cutter approach for instruction. Good teaching and learning is always situated in the particular, and it must respond deliberately to the characteristics of the individual and collective students in the classroom, their current level of development, and the goals of standards-based lessons. Our definition of high quality instruction accounts in principled ways for the many and diverse ways of teaching that can address students' needs with excellence. Teacher A may do it differently from Teacher B, but both teachers will have met important criteria while responding to the particular contexts in which each is teaching. All good teaching is situated in the particular — it responds to the specific students and circumstances that surround them — while keeping the intellectual rigor constant.

Why focus on theory and principles as our starting point? We argue that carefully elaborated principles are actually the cornerstone of informed practice. All teachers have a theory of teaching and learning — beliefs, and actions consistent with those beliefs, which help them plan and teach their lessons. The trouble is this theory may be implicit or explicit. If it is implicit, their theory influences their teaching, but they are not able to give a clear, precise, or consistent answer to the question, "Why are you teaching in this or that way?" Thus, an implicit theory may stand in the way of continuous improvement and reflection. However, if theories are explicit, they can be talked about, they can be elaborated, evaluated, and redirected. Teachers will be more likely to be able to rationally defend the way they do things, continuously seek to improve their practice (and refine their theory), and engage fruitfully with other teachers in discussions about what constitutes "good teaching." They will then also come to realize that "good teaching" is not some fixed abstract property that applies in the same way across diverse contexts, but that it is, in fact, always situated in the particular.

The principles proposed have been abstracted from hundreds of reflective observations of teaching in elementary, middle, and high schools in this and other countries. They emerged in an effort to distill from the specific what was constant across classes where students' potential and diverse conceptual, linguistic, and academic skills development was advanced in profound and accelerated ways. Although they define the terrain of good

teaching in a specific way, these principles are consistent with and overlap those of others whose work we respect. These principles elaborate our notions that student development is a consequence of (and not a prerequisite for) carefully planned opportunities to participate in meaningful and demanding academic activity with others, and that learning is primarily a social and cultural rather than an individual phenomenon. Accordingly, we propose seven principles to help us understand and define excellent teaching.

*Seven Principles of the Oakland Twenty First Literacies Initiative*

**Principles**

**Goals**

**Objectives**

**ACADEMIC RIGOR**

Promote deep disciplinary knowledge

Develop central ideas in the discipline first, postponing interesting but secondary details

Establish interconnections among central ideas of the discipline

Deepen understanding of themes over time

Engage students in generative disciplinary concepts and skills

Have students anchor new knowledge to central concepts to build understanding

Have students apply familiar central ideas or strategies to their emerging understanding of new concepts

Invite students to build increasingly complex explanations of disciplinary concepts and processes

Engage students in generative cognitive skills (higher-order thinking)

Have students combine facts and ideas to synthesize, evaluate, and generalize

Have students build arguments, solve problems, and construct new meanings and understandings

**HIGH EXPECTATIONS/**

**HIGH SUPPORT**

Engage students in tasks that provide high challenge and high support

Provide students with activities that are robust but flexible enough to allow multiple entry points: all students, regardless of where they start, will benefit from participation

Scaffold students' ability to participate in the activities

Ensure that students are asked to engage in increasingly more complex tasks

Treat students proleptically (as if they already possess the abilities you are seeking to develop)

Engage students (and teacher) in the development of their own expertise

Conduct metacognitive activities so that students gain knowledge of how to learn, how to monitor their progress, and how to self-correct

Provide practice in the use of academic tools and activities so that students appropriate them over time

Encourage students to support each other in their development

Encourage students to support each other in building academic stamina

Make criteria for quality work clear for all

Use rubrics to spell out expected quality of work

Encourage students to take risks and to work hard to master challenging academic work

**CULTURAL RELEVANCE**

Engage students in activities that validate their funds of knowledge and bridge into new practices

Engage in activities that help students become aware of the appropriacy of specific practices and linguistic varieties in response to different contexts of use

Engage students in tasks that enhance their cultural and cognitive flexibility

Use participation structures that enable students to share their funds of knowledge in purposeful ways, leading to valuing diverse cultural practices

Tasks include not just the processes for getting them accomplished, but an explicitation of what counts as their successful contextual realization. Students learn to understand and appreciate others' ways of interacting and contributing

Activities engage students in dexterous and appropriate navigations across cognitive and linguistic

styles in response to purpose and context

#### META PROCESSES

Engage students in the specific exploration of cultural and linguistic genres, their purposes, the contexts in which they are used, their tenor, and mode

Promote the explicit choice of contextually appropriate cultural and linguistic behaviors. Build students' ability to successfully navigate across contexts of use

Students explicitly understand and can articulate why they engage in specific activities, the processes involved in them, considering who their interlocutors are, their relationships, and the channel used for expressing their message

Students are engaged in activities that help them gauge the appropriacy of language to communicative purpose and situation. They will be

Invite students to deliberately articulate the purposes, audiences, and language used in specific situations able to problematize their own and peer's products against key contextual and purposeful goals, taken products to higher levels of accomplishment

Students work with diverse genres and are aware of their function, structure, and linguistic instantiations

Students understand and articulate the purpose and value of the activities they engage in. They will be able to apply rubrics that describe levels of accomplishment of communicative acts across contexts and genres

#### QUALITY INTERACTIONS

Engage students in sustained interactions with teacher and peers

Invite students to go beyond single utterance answers to elaborate, illustrate, and connect to their interlocutors' ideas

Focus interactions on the construction of knowledge

State explicitly that constructing new understandings is hard work, that it requires listening intently to interlocutors, making sense of what they are saying, and deciding how to respond, either by agreeing and providing further evidence or by disagreeing and stating why this is the case

Ask students to focus on the coherence of what they are saying (Are they staying with the main ideas? Are they making sense?) and to deepen their understanding by making connections to related ideas

#### LANGUAGE FOCUS

Promote language learning in meaningful contexts

Provide explicit examples, for example, formulaic expressions, of how to mark agreement, disagreement, and other moves in

response to an interlocutor or text

Promote disciplinary language use

Focus on the social purpose of genre, audience, structure, and specific language of disciplinary texts; have students practice deconstructing and creating similar texts

Amplify rather than simplify communications

Give rich and varied examples, looking at difficult concepts from several angles

Address specific language issues judiciously

Focus corrective feedback on fluency, complexity, or accuracy but not at the same time

#### QUALITY CURRICULUM

Structure opportunities to scaffold learning, incorporating the goals above

Set long-term goals and benchmarks

Use a problem-based approach with increasingly interrelated lessons

Use a spiraling progression

Make connections between subject matter and students' reality

Build on students' lives and experiences

The Teacher Professional Development Program at WestEd has developed rubrics and observational protocols that will be used by teachers first to self assess their own teaching and then, during classroom visits to colleagues, to assess, reflect on, and improve the

quality of instruction offered all students in OUSD.

## **2. Principals' Institute**

Principals are key in the transformation of their schools. In order to play this pivotal role with quality, they need to become educational leaders, be the champions of reforms enacted in the district, and knowledgeable and conversant in the strategies and pedagogies proposed in order to sustain and enhance them. School change is a long term,

arduous process that requires sustained work and professional learning over the span of many years. This project will set the foundation for change, and bring models of excellence to fruition, but it will be the role of principals along with the site leadership team to continue the work into the future. To support the development of principals, we will engage them in seminars where the goal will be to develop expertise in programs and instructional practices that support social and academic growth for all students in the OUSD.

The principal institute will draw on a coherent sociocultural theory of learning and will deepen their understanding of high quality instruction and how to support it. Video clips will be used alongside protocols to develop expert lenses so that classroom observations be productive and accountable. Elmore's principle of reciprocal accountability for development will sustain the work across the district so that principals can honestly say to their teachers:

*"For every increment of performance I demand from you, I have an equal responsibility to provide you with the capacity to meet that expectation. Likewise, for every investment you make in my skill and knowledge, I have a reciprocal responsibility to demonstrate some new increment in performance."*

*Elmore, 2002, p.5*

### **Learning Targets for the Principals' Institute**

I can articulate what high quality instruction in the development of twenty first literacies entails in my school and I can support its implementation. This means ...

I can define what academic rigor, high expectations, cultural relevance, quality interactions, metaprocesses, focus on language, and quality curriculum consist of

I can recognize when principled practice is in action, and when it is not, I can explain what needs to change in a class in order to have high quality instruction  I can recognize and explain how instruction in different grades and schools may be principled but different

I can observe classes and offer oral and written feedback to teachers so that they increase their quality of instruction. This means ...

I can distinguish what is substantive teaching from what is not  I can point to what needs to change in instruction to make it better, discussing principles with concrete examples and suggesting specific scaffolds that may work in concrete situations

I can support my teachers by offering them very concrete oral and written feedback and suggestions for improvement

I can support teachers outside of the classroom by creating the learning opportunities that will make them increasingly successful with our students. This means ...

I can run PLCs focused on a key aspect of instruction  I can provide the space and time for job-alike teachers to work together, setting

clear expectations and monitoring the results of their work  I can lead focused video discussions on instruction with my teachers  I can apply Elmore's principle of reciprocal accountability

I can support and articulate the progress of focal students in my building. This means...

I can show how student has grown qualitatively and quantitatively from the beginning of the year

I can articulate the opportunities to learn the student had in and out of classes

I can articulate the opportunities to learn focal students' teachers were given and the impact change in their behavior had on student learning

*Oakland Unified School District Twenty First Literacies Principals Institute Overview*

**December 9**

**January 13**

**February 24**

**March 24**

**April 14**

**Main Themes**

Twenty first century skills and the role of schools in their development. Implications for schools and educational practices

Misconceptions that stand in the way of educating SELs, ELLs, and other students who need to develop the academic uses of English with excellence

Principled practice. Six principles of high quality instruction

Video exemplar 1. Emphasis on Language Arts

Focus on quality interactions

Video exemplar 2

*Focus on Language*

Teacher professional development and high quality instruction: Mirror images

Creating a culture of excellence in schools: Case studies

Principled practice. Focus on academic rigor and high challenge/high support. Emphasis on Math

Video exemplar 3

Supporting teachers through focused interactions

Pedagogical supports for teachers and students: Revisiting scaffolding

Developing teacher collaboration structures and processes for the learning profession

Principled practice. Focus on metaprocesses. Emphasis on Social Studies

Video exemplar 4

*Walk throughs*

The observation and support of teachers: how to enact quality interactions with them

Putting the portfolio of professional development opportunities together

Tensions to be addressed in our schools

Principled practice: focus on quality curriculum

Video exemplar 5

Emphasis on Science

Revisiting the concept of multiliteracies and 21st century skills.

Enhancers and constraints in the implementation of high quality instruction with students that have been historically underserved

Principled practice: focus on all principles

Video exemplar 6

**Assignment for next time**

Focal students observation: quality interactions

Focal students observation: academic rigor and high challenge/high support

Focal students observation: purpose of activities and meta knowledge

Focal students observation: structures and practices

**Reading for next time**

Walqui and van Lier, Chapters 1 and 2

Walqui and van Lier, Chapter 3

Elmore article

NSDC 2010 report

Walqui and van Lier, Chapter 4

Walqui and van Lier, Chapters 5 and 6

**3. LCI Seminar**

Work with the Leadership, Curriculum, and Instruction teams will be designed to support the overall plan of work and will be consistent with OUSD current designs to engage colleagues in the development of students' multiliteracies via a balanced literacy approach, to track the growth of focal students, and to focus deep learning of core, standards-based curriculum. The goal of these seminars will be to create a common culture of high expectations and high support at all levels of the district: supports offered to administrators, principals, teachers, and students.

**4. Professional Developers/Coaches Apprenticeship**

An instructional leadership team composed of administrators, disciplinary experts, and instructional coaching staff participate in a four phase apprenticeship process to become certified Building the Base Professional Developers and disciplinary leaders/coaches and be able to support site teachers in future professional learning and implementation.

The goal of this apprenticeship process –elaborated on p. 18- is to ensure that OUSD Professional Developers and Disciplinary Leaders/Coaches (OPD) possess the necessary knowledge and skills to (1) coach their peers as they implement quality teaching for all their students; (2) design tailored professional learning opportunities for current and future OUSD staff; (3) deliver professional development using the WestEd-developed tools and processes, and (4) conduct institutes for teachers as needed.

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**5. Oakland's Corridor of Lighthouse Schools**

The goal of this component is to establish a corridor of schools in a feeding pattern that will showcase high quality instruction under development, thus providing the district with sites of learning for all OUSD educators, and contributing to making teaching "the learning profession" in OUSD. These schools will share their progress and lessons learned initially with colleagues from other district schools and eventually with colleagues from other districts and the country. Activities considered will include opening their door for classroom visits, guiding observers in their focused visits, leading discussions that problematize the work, hosting lesson planning sessions, video clubs based on filming of lessons, discussion of student work, etc.

Teachers and administrators in these self-selected schools will participate in a nested and sustained program of professional development and capacity building that targets different groups of educators for differential levels of learning, implementation and leadership (decided upon with via a mixed process of self-selection and active encouragement). Main goals include the development of a common vision, language, and skills to enact high quality teaching in diverse grades and key disciplines for all students who need to develop the academic uses of English. All teachers will attend grade and discipline-specific professional development to situate their learning and expertise development in the contexts and disciplines and in which they teach. A subset of those teachers will then participate in additional professional development and coaching to

support their implementation of Oakland Unified School District Academic and Life Literacies Principles, tools and structures. A smaller subset, drawn from this last group, will apprentice as disciplinary leaders and professional developers to be able to sustain the work at the end of the project. Professional developers and disciplinary leaders will transform their practices from isolated actions in their classrooms to professional sharing in an open community of learners. Eventually this team of disciplinary leaders and professional developers will serve as a model to their site peers on how to serve linguistic minority students with intellectual quality.

This model for comprehensive, school wide learning will provide professional development that is powerful, sustained, grade-, discipline-, and whole-school based, and situated in the particular context of each high school and their realities, so that the culture of classrooms can be positively transformed (Fullan, 2007). The school-wide approach supports change processes by ensuring coherence at all levels of the school, a change indispensable to enact a common vision for quality instruction for all students. The differential level of engagement by different participants will allow for the emergence of situated instructional leadership and will facilitates sustainability over time.

#### **6. Apprenticeship Phases**

The apprenticeship process leading to certification focuses on developing this groups' knowledge and understanding of:

- Processes for the acquisition of discipline-specific English and standards-based literacies
  - Characteristics of teaching practices that are productive in the academic language development of Standard English Learners, English Language Learners and all other students and that provide high intellectual challenge and high levels of support
  - Methods to develop teacher knowledge and pedagogical expertise, including the development of three types of reflection: anticipatory, interactive, and reflective.
- Certification follows a rigorous, well-developed process of apprenticeship, illustrated below, that carefully structures professional learning opportunities that lead to the development of expertise to work with teachers of language minority students and other students who need to develop the academic uses of English. In this model, as local colleagues gain expertise and assume increasingly central roles, the role of WestEd's TPD staff becomes secondary.
- In Phase 1, Professional Developers and Disciplinary Leaders/Coaches attend a five day Building the Base institute to provide them with a firm base of theoretical understandings and consonant strategies for effectively teaching SELs, ELLs and other students in need of developing academic uses of English.
  - In Phase 2, participants progress in their apprenticeship as they observe WestEd staff model the Building the Base professional development with teachers. The goal of this phase is to develop future professional developers' awareness of how teachers tend to interpret and react in workshops and institutes in order to practice how to respond appropriately. This phase also involves teachers in post-workshop meetings, seminars, and activities that allow them to focus on issues specific to the implementation of

professional development with teachers of language minority students.

□ During Phase 3, WestEd will coach APD candidates while they deliver a five-day TPD Building the Base institute for OUSD teachers; candidates will be those who have shown evidence — through passing a written exercise similar to the one used by National Board to certify teachers — that they have synthesized lessons about TPD tools and processes and are ready to provide professional development to teachers.

□ During Phase 4, the successful OUSD candidates design and provide original professional learning opportunities for teachers. As the OUSD professional developers progress through their apprenticeship, appropriating knowledge and skills, the role of WestEd steadily diminishes until we serve as consultants rather than as primary professional development providers.

### **7. Institutes for Teachers**

The development of teacher understanding, very much like the development of student understanding, occurs as a result of opportunities to participate in a wide variety of activities — sometimes in collaboration with others, at other times individually. For teachers, the focus of such activities is to reflect on and refine their subject matter knowledge, lesson planning skills, and classroom practice. In this process, they build continuously on their current state of knowledge, incorporating new ideas and skills and revising and challenging concepts that are inconsistent with recently developed understandings.

### **8. Theory of Action**

WestEd's Teacher Professional Development's theory of action rests on the belief that improving student achievement requires reculturing the school and improving the quality

of instruction it offers its students, especially students who need to develop the academic uses of English. As Richard Elmore indicates:

"The work of turning a school around entails improving the knowledge and skills of teachers—changing their knowledge of content and how to teach it—and helping them to understand where their students are in their academic development." (Elmore, 2004)

There are multiple intermediate goals in our plan of action. First leadership development and teacher knowledge needs to change so that their actions offer students rigorous and supported intellectual invitations to develop conceptual understanding of important disciplinary ideas. As a result of this understanding and new pedagogy, student learning opportunities will be impacted, and they will actively participate, will feel competent, motivated and finally achieve.

### **Evidence of effectiveness**

*Quality Teaching for English Learners, QTEL, Implementation in Austin Independent School District*

□ Schools: Lanier and International High School (3 years of work) and Reagan High School (1 year so far)

□ Professional development model: whole school, capacity-building, nested at three levels:

1. Leadership, for principals, assistant principals and heads of department
2. For teacher leaders so that over time they become coaches of their disciplinary peers
3. For all teachers, one day a year in multidisciplinary groups; five days in subject-specific groups

□ Focus of the work: how to accelerate students' development of their disciplinary skills, multiple literacies, and academic uses of English via the retooling of teacher expertise.

□ Features of the work: apprenticeship model characterized by "high challenge and high levels of support". Novices apprentice the rigorous practices that characterize intellectual work and as their engagement builds their confidence, they assume the support for themselves becoming autonomous at certain skills while in the process of apprenticing others.

□ Evidence of effectiveness:

1. Impact in AISD. QTEL has worked for three years now at Lanier High School and International High School. In both schools the growth in teacher expertise and student results has been considerable. Since International, a 9<sup>th</sup> and 10<sup>th</sup> grade school does not receive Title I funds, and it serves recently arrived students who then go to other schools in the district, their test data is different.

We include data from TAKS passing rates at Lanier High School in Math, Language Arts, Social Studies and Science. It is worth remarking that while all students at the school have benefitted from QTEL's work, English Language Learners have benefitted the most. In fact, the achievement gap has been significantly reduced, as can be observed in Math:

2. At Lanier High School, Social Studies had the steepest growth, which stabilized the third year. This is an important finding, since stability is good, as many educational reformers have observed, growth is seldom sequential and consistent. (City, Elmore, Fiarman, and Teitel, 2009)<sup>1</sup>

<sup>1</sup> City, E., Elmore, R., Fiarman, S., and Teitel, L. (2009). *Instructional rounds in education. A network approach to improving teaching and learning.* Cambridge: Harvard Education Press.

3. Another way of looking at these data is to show the percentage increase in passing rates that English Language Learners made in the last three-year period at Lanier High School:

4. In addition, we add data from QTEL's first year of work with the 10<sup>th</sup> grade at Reagan High School, a high school that was nearly closed in 2009 by the state due to its consistent under-performance. The graphs show a recognizable improvement between the years of 2009-2010:

### References

Elmore, R. (2002). *Bridging the gap between standards and achievement. The imperative for professional development in education.* New York: Albert Shanker Institute.

Elmore, R. (1996). Getting to scale with good educational practices. *Harvard Educational Review*, 66, 1-25.

Walqui, A. and van Lier, L. (2010). *Scaffolding the academic success of adolescent English Language Learners.* San Francisco: WestEd.



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

Community Schools, Thriving Students

## PROFESSIONAL SERVICES CONTRACT AMENDMENT ROUTING FORM 2010-2011

### 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.

1. Contractor and OUSD contract originator reach agreement on modification to original contract.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. 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.**
4. 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 is changing)
- Copy of original contract

**OUSD Staff Contact** Emails about this contract should be sent to: Wilma Enriquez

### Contractor Information

Contractor Name	WestEd	Agency's Contact			
OUSD Vendor ID #	V054918	Title	Contracts Administrator		
Street Address	730 Harrison Street	City	San Francisco	State	CA Zip 94107
Telephone	(415) 615-3000	Email	contracts@wested.org		

### Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 62,000.00	Original PO Number	P1104231	
Amended Amount	\$ 680,000.00	New Requisition #	R0104112	
New Total Contract Amount	\$ 742,000.00	Start Date	11/15/2010	End Date 06/30/2011

### 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
6286	Eng Lang Pgrm	9091588101	5825	\$ 680,000.00
			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.

	<b>Site Administrator or Manager</b>	Name	Gia Truong	Phone	5103367591	Fax	5104836773
1.	Site / Department	Leadership, Curriculum & Instruction					
	Signature					Date Approved	5/3/11
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs						
	Signature					Date Approved	
	Signature					Date Approved	
3.	<b>Regional or Executive Officer</b>						
	Signature					Date Approved	6/3/11
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>						<input type="checkbox"/> Consultant Aggregate Under \$50,000
	Signature					Date Approved	5-23-11
5.	<b>Superintendent or Board of Education</b> Signature on the legal contract						
<b>Legal</b>	Required if not using standard contract	Approved				Denied - Reason	
<b>Procurement</b>	Date Received				PO Number		Date 5/19/2011

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<b>Board Office Use: Legislative File Info.</b>	
File ID Number	10-2876
Introduction Date	1-18-11
Enactment Number	11-0113
Enactment Date	1-26-11 <i>MS</i>



**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) 1-26-11

Subject Professional Services Contract -  
WestEd San Francisco CA (contractor, City State)  
Leadership, Curriculum & Instruction (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and WestEd. Services to be primarily provided to Leadership, Curriculum & Instruction for the period of 11/15/2010 through 06/30/2011.

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

The Teacher Professional Development Program at WestEd proposes to work with Oakland Unified School District to develop the expertise of principals, coaches and lead teachers to support the needs of language learners in grades 4-8. This professional development series would build the capacity of individuals to identify, support and design high quality instruction that specifically addresses the needs of language learners and the development of multiple literacies across content. WestEd will provide a five-day Principals' Institute for approximately 100 participants.

Discussion  
*One paragraph summary of the scope of work.*

Ratification by the Board of Education of a Professional Services Contract between the District and WestEd for the letter to provide a five-day Principals' Institute for approximately 100 participants to support the needs of language learners in grades 4-8, for the period November 15, 2010 through June 30, 2011, in an amount no to exceed \$62,000.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and WestEd. Services to be primarily provided to Leadership, Curriculum & Instruction for the period of 11/15/2010 through 06/30/2011.

Fiscal Impact Funding resource name (please spell out) English Language Acquisition Program - Instruction not to exceed \$ 62,000.00

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	10-2876
Introduction Date	1-18-11
Enactment Number	11-0113
Enactment Date	1-26-11 <i>ds</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

### PROFESSIONAL SERVICES CONTRACT 2010-2011

This Agreement is entered into between the Oakland Unified School District (OUSD) and WestEd (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 11/15/2010, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/30/2011.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Sixty-two thousand dollars Dollars (\$ 62,000.00). 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: n/a

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: n/a* which shall not exceed a total cost of \$ 0.00.

**6. 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: Gia Truong  
Site /Dept.: Leadership, Curriculum & Instruction  
Address: \_\_\_\_\_  
Oakland, CA  
Phone: (510) 336-7591

**CONTRACTOR:**

Name: Paul Martinez  
Title: Contracts Administrator  
Address: 730 Harison Street  
San Francisco CA 94107  
Phone: (415) 615-3105

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 a 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 rights in and to the work product of the Agreement shall remain the property of OUSD and shall not be used without OUSD's express written consent. OUSD shall retain all right, title, and interest in said matters including the right to sell and maintain the copyright, trademark and/or patent of such matter in the name of OUSD. CONTRACTOR does not use of CONTRACTOR'S name in any connection with the sale, lease, distribution and distribution of the work product of any subcontractor and/or any individual. These matters include without limitation drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy posters, blueprints, photographs, videotapes, audiotapes, systems, databases, software, hardware, manuals, surveys, books, 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 work shall be work for hire as defined under the 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:   *AN*  

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 agree 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.

Summary of terms and compensation:

Anticipated start date: 11/15/2010 Work shall be completed by: 06/30/2011 Total Fee: \$ 50,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

Date

Date

CONTRACTOR

Contractor Signature

**Paul Martinez**  
Contracts Administrator

Print Name, Title

Date

Certified:

Edgar Rakestraw, Jr. 1/27/11  
Edgar Rakestraw, Jr., Secretary  
Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By: [Signature]  
Attorney at Law

File ID Number: 10-2876  
Introduction Date: 1-18-11  
Enactment Number: 11-0113  
Enactment Date: 1-26-11  
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.**

Ratification by the Board of Education of a Professional Services Contract between the District and WestEd for the latter to provide a five-day Principals' Institute for approximately 100 participants to support the needs of language learners in grades 4-8, for the period November 15, 2010 through June 30, 2011, in an amount no to exceed \$62,000.00.

**SCOPE OF WORK**

WestEd \_\_\_\_\_ will provide a maximum of 35.00 hours of services at a rate of \$ 1,771.43 per hour for a total not to exceed \$ 62,000.00.

Services are anticipated to begin on 11/15/2010 and end on 06/30/2011.

- 1. Description of Services to be Provided** Please provide a one or two paragraphs program description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and the outcome specific to this consultant.

The Teacher Professional Development Program at WestEd will provide a 5 day Principals' Institute for approximately 100 participants with the purpose of developing expertise of educators at different levels to initiate, enact, support and recreate in the future deep and rigorous academic and life literacies for District students.

- 2. Specific Duties and Outcomes:** Be specific as to what *this* consultant will do. Provide details as to program participation (Students will...) and measurable outcomes (Participants will be able to...).

The Teacher Professional Development Program at WestEd proposes to work with Oakland Unified School District to develop the expertise of principals, coaches and lead teachers to support the needs of language learners in grades 4-8. This professional development series would build the capacity of individuals to identify, support and design high quality instruction that specifically addresses the needs of language learners and the development of multiple literacies across content. WestEd will provide a five-day Principals' institute for approximately 100 participants.

- 3. 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: \_\_\_\_\_
- 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" and the 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.

WESTED

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/7/2010

<b>PRODUCER</b> Commercial Specialties Practice 650-839-6985 F Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 305 Walnut Street Redwood City, CA 94063	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> WestEd c/o Aden Bliss 730 Harrison Street San Francisco, CA 94107-1242	<b>INSURER A:</b> Traveler's Property & Casualty Company of America	25874
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADDITIONAL TR/INSUROR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	P6300059L888TIL09	11/30/2009	11/30/2010	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (EA Occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	PSUB8356C17509	11/30/2009	11/30/2010	<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 / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Oakland Unified School District is named additional insured as respects General Liability, per endorsement (Form CG D1 86 11 03) attached.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District Ralph J. Bunche High School 1240 18th Street Oakland, CA 94607	<b>CANCELLATION Ten Day Notice for Non-Payment</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Jean Smith</i>
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## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INTERNATIONAL XTEND ENDORSEMENT FOR SERVICE INDUSTRIES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>A. Broadened Named Insured</li> <li>B. Blanket Additional Insured – Broad Form Vendors</li> <li>C. Limited Worldwide Liability Coverage – Indemnity Basis</li> <li>D. Damage To Premises Rented To You                         <ul style="list-style-type: none"> <li>• Perils of fire, explosion, lightning, smoke, water</li> <li>• Limit increased to \$300,000</li> </ul> </li> <li>E. Blanket Waiver of Subrogation</li> <li>F. Blanket Additional Insured – Owners, Managers or Lessors of Premises</li> <li>G. Blanket Additional Insured – Lessors of Leased Equipment</li> <li>H. Incidental Medical Malpractice</li> <li>I. Personal Injury – Assumed by Contract</li> </ul> | <ul style="list-style-type: none"> <li>J. Amended Bodily Injury Definition</li> <li>K. Bodily Injury to Co-Employees and Co-Volunteer Workers</li> <li>L. Aircraft Chartered with Crew</li> <li>M. Non-Owned Watercraft – Increased from 25 feet to 50 feet</li> <li>N. Increased Supplementary Payments                         <ul style="list-style-type: none"> <li>• Cost of bail bonds increased to \$2,500</li> <li>• Loss of earnings increased to \$500 per day</li> </ul> </li> <li>O. Knowledge and Notice of Occurrence or Offense</li> <li>P. Unintentional Omission</li> <li>Q. Reasonable Force – Bodily Injury or Property Damage</li> <li>R. Transportation Expenses For Repatriation or Relocation of Injured Or Sick Employees</li> </ul> |
|---|--|

**PROVISIONS**

**A. BROADENED NAMED INSURED**

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.

2. The following replaces Paragraph 4.a. of **SECTION II – WHO IS AN INSURED:**

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.

**B. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or

## COMMERCIAL GENERAL LIABILITY

agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such vendor does not apply to:
  - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (2) Any express warranty unauthorized by you;
  - (3) Any physical or chemical change in "your products" made intentionally by such vendor;
  - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (5) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
  - (7) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or in-

redient of any other thing or substance by or for such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

### C. LIMITED WORLDWIDE LIABILITY COVERAGE -- INDEMNITY BASIS

1. The following replaces the definition of "coverage territory" in the DEFINITIONS Section:

"Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place; or

- (2) The "personal injury" or "advertising injury" is caused by an offense committed;

in the course of travel or transportation between any places included in Paragraph a. above; or

- c. All other parts of the world except the "prohibited area", but only if the injury or damage arises out of:

- (1) Goods or products made, sold, handled or distributed by you, or services provided by you to your customers or clients, in the territory described in Paragraph a. above;

- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or

- (3) "Personal injury" or "advertising injury" offenses committed through the Internet or similar electronic means of communication;

provided that the insured's responsibility to pay damages is determined in a "suit" on the merits brought anywhere in the world except

COMMERCIAL GENERAL LIABILITY

the "prohibited area", or in a settlement we agree to.

With respect to "occurrences" that take place, or "personal injury" or "advertising injury" offenses committed within the territory described in Paragraph c. above, the following conditions apply:

- (i) This insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis.
- (ii) This insurance is not a substitute for "compulsory admitted insurance" in any country or jurisdiction included in Paragraph c. above, regardless of whether this insurance would qualify as "compulsory admitted insurance" in such country or jurisdiction or is accepted by the appropriate authorities as proof of "compulsory admitted insurance".

You agree to maintain "compulsory admitted insurance" at the limits required by law. Your failure to do so will not invalidate the coverage provided for such "occurrences" or offenses, but we will only be liable to the same extent we would have been liable had you maintained "compulsory admitted insurance".

For purposes of this Paragraph (ii), "compulsory admitted insurance" means insurance that is:

- (1) Required to be in-force to satisfy the legal requirements of a specific country or jurisdiction; and
  - (2) Issued by an insurance fund administered by such country or jurisdiction or issued by an insurer licensed or permitted by law to do business in such country or jurisdiction.
- (iii) With respect to defending the insured against, or the investigation or settlement of, any claim or "suit" brought against the insured, the following will apply:

- (1) The phrase "We will pay...." in the first sentence of Paragraph 1.a. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY and Paragraph 1.a. of SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING

INJURY LIABILITY is replaced by the phrase "We will indemnify the insured for....".

- (2) You must arrange to defend the insured against, and investigate or settle, any claim or "suit".
- (3) Neither you nor any other involved insured will make any settlement without our consent.
- (4) We will pay expenses incurred with our consent for your defense of the insured against any "suit" seeking damages for "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies.
- (5) We may, at our discretion, participate in defending the insured against, or in the settlement of, any claim or "suit".

- 2. The following is added to the DEFINITIONS Section:

"Prohibited area" means any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction.

**D. DAMAGE TO PREMISES RENTED TO YOU**

- 1. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to such damage to premises as described in Paragraph 6. of Section III - Limits Of Insurance.

This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

COMMERCIAL GENERAL LIABILITY

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

2. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; water; or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
  - b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.
4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
- (2) Explosion;
- (3) Lightning;
- (4) Smoke resulting from such fire, explosion, or lightning; or
- (5) Water.

is not an "insured contract";

5. The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- (b) That is insurance for premises rented to you, or temporarily occupied by you with the permission of the owner;

E. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

F. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

**G. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or

"advertising injury" caused by an offense that is committed, after the equipment lease expires.

c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

**H. INCIDENTAL MEDICAL MALPRACTICE**

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services" to a person.

2. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
- c. First aid; or
- d. "Good Samaritan services".

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

3. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to any "bodily injury" arising out of any providing or failing to provide "incidental medical services" by any of your "employees", other than an employed doctor. Any such "employees" providing or failing to provide "incidental medical services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COV-**

COMMERCIAL GENERAL LIABILITY

**COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in the providing or failing to provide "incidental medical services" to any one person will be considered one "occurrence".

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED.**

**I. PERSONAL INJURY – ASSUMED BY CONTRACT**

1. The following replaces Exclusion e., **Contractual Liability**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**

**e. Contractual Liability**

"Personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) Liability for damages because of "personal injury" assumed in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense com-

mitted subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. The following replaces the third sentence of Paragraph 2. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverage B – Personal and Advertising Injury Liability, such payments will not be deemed to be damages because of "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

3. The following replaces Paragraph 2.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

4. The following replaces the first subparagraph of Paragraph f. of the definition of "insured contract" in the **DEFINITIONS** Section:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that

COMMERCIAL GENERAL LIABILITY

would be imposed by law in the absence of any contract or agreement.

**J. EXTENSION OF COVERAGE - BODILY INJURY**

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

**K. BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS**

The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Paragraph (1)(a) above does not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

**L. AIRCRAFT CHARTERED WITH CREW**

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with crew to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

**M. NON-OWNED WATERCRAFT**

1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

(2) A watercraft you do not own that is:

- (a) Fifty feet long or less; and
- (b) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph 2. of SECTION II - WHO IS AN INSURED:

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (1) Fifty feet long or less; and
- (2) Not being used to carry any person or property for a charge.

**N. INCREASED SUPPLEMENTARY PAYMENTS**

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES:

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**O. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II - Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

## COMMERCIAL GENERAL LIABILITY

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;
- (iii) A trustee of any trust; or
- (iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

### P. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which

we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### Q. REASONABLE FORCE - BODILY INJURY OR PROPERTY DAMAGE

The following replaces Exclusion a., Expected Or Intended Injury, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

#### a. Expected or Intended Injury or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

### R. TRANSPORTATION EXPENSES FOR REPATRIATION OR RELOCATION OF INJURED OR SICK EMPLOYEES

#### 1. The following is added to SUPPLEMENTARY PAYMENTS - COVERAGE A AND B OF SECTION I - COVERAGES:

We will reimburse you for the reasonable "transportation expenses" that you incur, over and above "normal transportation costs", for the repatriation or relocation of any of your injured, diseased, sick or deceased "employees". But only if:

a. The injury, disease, sickness, or death occurred during the policy period and while such "employee" was employed or assigned to work by you anywhere in the world other than:

(1) The United States of America (including its territories and possessions), Puerto Rico and Canada; and

(2) Any country or jurisdiction in the "prohibited area";

b. The relocation or repatriation is necessary in the opinion of competent medical authorities; and

c. The relocation or repatriation is from the country where the injury, disease, sickness, or death occurred to a destination in another country.

The most we will pay as reasonable "transportation expenses" for the repatriation or relocation of any one of your "employees" is

COMMERCIAL GENERAL LIABILITY

\$25,000. The most we will pay as reasonable "transportation expenses" for the repatriation or relocation of all of your "employees" is \$50,000. These payments will not reduce the limits of insurance.

2. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available for the reasonable "transportation expenses" that you incur, over and above "normal transportation costs", for the repatriation or relocation of any of your injured, diseased, sick or deceased "employees".

3. The following is added to the **DEFINITIONS** section:

"Normal transportation costs" means the costs of transporting your "employee" in good health, and in conformance with your business travel policy, from the country of injury, disease, sickness, or death to the country of relocation or repatriation.

"Transportation expenses" includes the following expenses:

- a. Costs of embalming to meet United States standards; and
- b. All reasonable expenses of transportation to return the remains of the deceased to the country of burial or funeral.

**PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2010-2011**

**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.**

1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
2. Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
4. OUSD contract originator creates the requisition.
5. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
	<input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
	<input checked="" type="checkbox"/> For All Consultants with employees: Proof of workers compensation insurance
OUSD Staff Contact <i>Emails about this contract should be sent to</i> <b>Wilma.Enriquez@ousd.k12.ca.us</b>	

**Contractor Information**

Contractor Name	WestEd	Agency's Contact	Ed Martinez		
OUSD Vendor ID #	V054918	Title	Contracts Administrator		
Street Address	730 Harrison Street	City	San Francisco	State	CA Zip 94107
Telephone	(415) 615-3000	Email	pmartin@wested.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	11/15/2010	Date work will end	06/30/2011	Other Expenses	
Pay Rate Per Hour (required)	\$ 1,771.43	Number of Hours	35.00	Total Contract Amount	\$ 62,000.00

**Budget Information**

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

Resource #	Resource Name	Org Key	Object Code	Amount
6286	English Language	9091588101	5825	\$ 62,000.00
	Program - Instru		5825	\$
			5825	\$
<b>Requisition No.</b>	R0102313		<b>Total Contract Amount</b>	\$ 62,000.00

**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.

1.	<b>Administrator / Manager (Originator)</b>	Name	Gia Truong	Phone	(510) 336-7591
	Site / Department	Leadership, Curriculum & Instruction		Fax	
Signature		Date Approved			
2.	<b>Resource Manager, if using funds managed by:</b> <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs				
	<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			
Signature (if using multiple restricted resources)		Date Approved			
3.	<b>Regional Executive Officer</b>				
	<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		11/19/10	
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>				<input type="checkbox"/> Consultant Aggregate Under \$50,000
	Signature		Date Approved		12-10-2010
5. <b>Superintendent, Board of Education</b> <i>Signature on the legal contract</i>					
Legal Required if not using standard contract	Approved	Denied - Reason			Date
Procurement	Date Received	PO Number	P1109231		



5796L  
 ETS

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	10-2876
Introduction Date	1-18-11
Enactment Number	11-0113
Enactment Date	1-26-11 <i>RS</i>



**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 1-26-11  
 (To be completed by Procurement)

Subject Professional Services Contract -  
WestEd San Francisco CA (contractor, City State)  
Leadership, Curriculum & Instruction (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and WestEd. Services to be primarily provided to Leadership, Curriculum & Instruction for the period of 11/15/2010 through 06/30/2011.

Background  
*A one paragraph explanation of why the consultant's services are needed.*  
 The Teacher Professional Development Program at WestEd proposes to work with Oakland Unified School District to develop the expertise of principals, coaches and lead teachers to support the needs of language learners in grades 4-8. This professional development series would build the capacity of individuals to identify, support and design high quality instruction that specifically addresses the needs of language learners and the development of multiple literacies across content. WestEd will provide a five-day Principals' Institute for approximately 100 participants.

Discussion  
*One paragraph summary of the scope of work.*  
 Ratification by the Board of Education of a Professional Services Contract between the District and WestEd for the latter to provide a five-day Principals' Institute for approximately 100 participants to support the needs of language learners in grades 4-8, for the period November 15, 2010 through June 30, 2011, in an amount no to exceed \$62,000.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and WestEd. Services to be primarily provided to Leadership, Curriculum & Instruction for the period of 11/15/2010 through 06/30/2011.

Fiscal Impact Funding resource name (please spell out) English Language Acquisition  
Program - Instruction not to exceed \$ 62,000.00

- 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: <b>Legislative File Info.</b>	
File ID Number	10-2876
Introduction Date	1-18-11
Enactment Number	11-0113
Enactment Date	1-26-11 <i>87</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2010-2011

This Agreement is entered into between the Oakland Unified School District (OUSD) and WestEd (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:

1. **Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 11/15/2010, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/30/2011.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Sixty-two thousand dollars Dollars (\$62,000.00). 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: n/a

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.

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  1. 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.
  2. Agencies or organizations:
    - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* n/a which shall not exceed a total cost of \$ 0.00.
6. **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.

7. **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: Gia Truong  
Site /Dept.: Leadership, Curriculum & Instruction  
Address: \_\_\_\_\_  
Oakland, CA  
Phone: (510) 336-7591

**CONTRACTOR:**

Name: Paul Martinez  
Title: Contracts Administrator  
Address: 730 Harison Street  
San Francisco CA 94107  
Phone: (415) 615-3105

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 works produced under this Agreement shall remain 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 for said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR'S name in connection with the sale, lease, demonstration and distribution of the works for any purpose and 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 and slides, 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.~~  
N/A
- 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.

Summary of terms and compensation:

Anticipated start date: 11/15/2010 Work shall be completed by: 06/30/2011 Total Fee: \$ 50,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

Date

Date

CONTRACTOR

Contractor Signature

Print Name, Title

Date

**Paul Martinez**  
**Contracts Administrator**

Certified:

Edgar Rakestraw, Jr.  
Edgar Rakestraw, Jr., Secretary  
Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE

By: [Signature]  
Attorney at Law

File ID Number: 10-2876  
Introduction Date: 1-18-11  
Enactment Number: 11-0113  
Enactment Date: 1-26-11  
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.

Ratification by the Board of Education of a Professional Services Contract between the District and WestEd for the latter to provide a five-day Principals' Institute for approximately 100 participants to support the needs of language learners in grades 4-8, for the period November 15, 2010 through June 30, 2011, in an amount no to exceed \$62,000.00.

SCOPE OF WORK

WestEd will provide a maximum of 35.00 hours of services at a rate of \$ 1,771.43 per hour for a total not to exceed \$ 62,000.00.

Services are anticipated to begin on 11/15/2010 and end on 06/30/2011.

1. Description of Services to be Provided Please provide a one or two paragraphs program description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and the outcome specific to this consultant.

The Teacher Professional Development Program at WestEd will provide a 5 day Principals' Institute for approximately 100 participants with the purpose of developing expertise of educators at different levels to initiate, enact, support and recreate in the future deep and rigorous academic and life literacies for District students.

2. Specific Duties and Outcomes: Be specific as to what this consultant will do. Provide details as to program participation (Students will...) and measurable outcomes (Participants will be able to...).

The Teacher Professional Development Program at WestEd proposes to work with Oakland Unified School District to develop the expertise of principals, coaches and lead teachers to support the needs of language learners in grades 4-8. This professional development series would build the capacity of individuals to identify, support and design high quality instruction that specifically addresses the needs of language learners and the development of multiple literacies across content. WestEd will provide a five-day Principals' Institute for approximately 100 participants.

3. 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: \_\_\_\_\_

[ ] 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" and the 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.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/7/2010

**PRODUCER** Commercial Specialties Practice 650-839-6965 F  
Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408  
305 Walnut Street  
Redwood City, CA 94063

**INSURED** WestEd  
c/o Aden Bliss  
730 Harrison Street  
San Francisco, CA 94107-1242

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Traveler's Property & Casualty Company of America	25674
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	P6300059L868TIL09	11/30/2009	11/30/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below  OTHER	PSUB8356C17509	11/30/2009	11/30/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER 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 / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Oakland Unified School District is named additional insured as respects General Liability, per endorsement (Form CG D1 86 11 03) attached.

**CERTIFICATE HOLDER**

Oakland Unified School District  
 Ralph J. Bunche High School  
 1240 18th Street  
 Oakland, CA 94607

**CANCELLATION Ten Day Notice for Non-Payment**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Jeanne Brando*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **INTERNATIONAL XTEND ENDORSEMENT FOR SERVICE INDUSTRIES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <ul style="list-style-type: none"><li>A. Broadened Named Insured</li><li>B. Blanket Additional Insured – Broad Form Vendors</li><li>C. Limited Worldwide Liability Coverage – Indemnity Basis</li><li>D. Damage To Premises Rented To You<ul style="list-style-type: none"><li>• Perils of fire, explosion, lightning, smoke, water</li><li>• Limit increased to \$300,000</li></ul></li><li>E. Blanket Waiver of Subrogation</li><li>F. Blanket Additional Insured – Owners, Managers or Lessors of Premises</li><li>G. Blanket Additional Insured – Lessors of Leased Equipment</li><li>H. Incidental Medical Malpractice</li><li>I. Personal Injury – Assumed by Contract</li></ul> | <ul style="list-style-type: none"><li>J. Amended Bodily Injury Definition</li><li>K. Bodily Injury to Co-Employees and Co-Volunteer Workers</li><li>L. Aircraft Chartered with Crew</li><li>M. Non-Owned Watercraft – Increased from 25 feet to 50 feet</li><li>N. Increased Supplementary Payments<ul style="list-style-type: none"><li>• Cost of bail bonds increased to \$2,500</li><li>• Loss of earnings increased to \$500 per day</li></ul></li><li>O. Knowledge and Notice of Occurrence or Offense</li><li>P. Unintentional Omission</li><li>Q. Reasonable Force – Bodily Injury or Property Damage</li><li>R. Transportation Expenses For Repatriation or Relocation of Injured Or Sick Employees</li></ul> |
|--|---|

### **PROVISIONS**

#### **A. BROADENED NAMED INSURED**

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.

2. The following replaces Paragraph 4.a. of **SECTION II – WHO IS AN INSURED:**

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.

#### **B. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or

## COMMERCIAL GENERAL LIABILITY

agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such vendor does not apply to:
  - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (2) Any express warranty unauthorized by you;
  - (3) Any physical or chemical change in "your products" made intentionally by such vendor;
  - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (5) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
  - (7) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or in-

redient of any other thing or substance by or for such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

### C. LIMITED WORLDWIDE LIABILITY COVERAGE - INDEMNITY BASIS

1. The following replaces the definition of "coverage territory" in the DEFINITIONS Section:

"Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place; or
- (2) The "personal injury" or "advertising injury" is caused by an offense committed;

in the course of travel or transportation between any places included in Paragraph a. above; or

- c. All other parts of the world except the "prohibited area", but only if the injury or damage arises out of:
  - (1) Goods or products made, sold, handled or distributed by you, or services provided by you to your customers or clients, in the territory described in Paragraph a. above;
  - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
  - (3) "Personal injury" or "advertising injury" offenses committed through the Internet or similar electronic means of communication;

provided that the insured's responsibility to pay damages is determined in a "suit" on the merits brought anywhere in the world except

COMMERCIAL GENERAL LIABILITY

the "prohibited area", or in a settlement we agree to.

With respect to "occurrences" that take place, or "personal injury" or "advertising injury" offenses committed within the territory described in Paragraph c. above, the following conditions apply:

- (i) This insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis.
- (ii) This insurance is not a substitute for "compulsory admitted insurance" in any country or jurisdiction included in Paragraph c. above, regardless of whether this insurance would qualify as "compulsory admitted insurance" in such country or jurisdiction or is accepted by the appropriate authorities as proof of "compulsory admitted insurance".

You agree to maintain "compulsory admitted insurance" at the limits required by law. Your failure to do so will not invalidate the coverage provided for such "occurrences" or offenses, but we will only be liable to the same extent we would have been liable had you maintained "compulsory admitted insurance".

For purposes of this Paragraph (ii), "compulsory admitted insurance" means insurance that is:

- (1) Required to be in-force to satisfy the legal requirements of a specific country or jurisdiction; and
  - (2) Issued by an insurance fund administered by such country or jurisdiction or issued by an insurer licensed or permitted by law to do business in such country or jurisdiction.
- (iii) With respect to defending the insured against, or the investigation or settlement of, any claim or "suit" brought against the insured, the following will apply:
- (1) The phrase "We will pay....." in the first sentence of Paragraph 1.a. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY and Paragraph 1.a. of SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING

**INJURY LIABILITY** is replaced by the phrase "We will indemnify the insured for....".

- (2) You must arrange to defend the insured against, and investigate or settle, any claim or "suit".
  - (3) Neither you nor any other involved insured will make any settlement without our consent.
  - (4) We will pay expenses incurred with our consent for your defense of the insured against any "suit" seeking damages for "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies.
  - (5) We may, at our discretion, participate in defending the insured against, or in the settlement of, any claim or "suit".
2. The following is added to the **DEFINITIONS** Section:

"Prohibited area" means any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction.

**D. DAMAGE TO PREMISES RENTED TO YOU**

- 1. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to such damage to premises as described in Paragraph 6. of Section III – Limits Of Insurance.

This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

COMMERCIAL GENERAL LIABILITY

- a. Rupture, bursting, or operation of pressure relief devices;
  - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
  - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
2. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:
- Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; water; or any combination of any of these.
- The Damage To Premises Rented To You Limit will be the higher of:
- a. \$300,000; or
  - b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.
4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
    - (1) Fire;
    - (2) Explosion;
    - (3) Lightning;
    - (4) Smoke resulting from such fire, explosion, or lightning; or
    - (5) Water.is not an "insured contract";

5. The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

(b) That is insurance for premises rented to you, or temporarily occupied by you with the permission of the owner;

E. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

F. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:

- (1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

**G. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or

"advertising injury" caused by an offense that is committed, after the equipment lease expires.

- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

**H. INCIDENTAL MEDICAL MALPRACTICE**

- 1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services" to a person.

- 2. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
- c. First aid; or
- d. "Good Samaritan services".

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

- 3. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to any "bodily injury" arising out of any providing or failing to provide "incidental medical services" by any of your "employees", other than an employed doctor. Any such "employees" providing or failing to provide "incidental medical services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COV-**

COMMERCIAL GENERAL LIABILITY

**ERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in the providing or failing to provide "incidental medical services" to any one person will be considered one "occurrence".

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED.**

**I. PERSONAL INJURY – ASSUMED BY CONTRACT**

1. The following replaces Exclusion e., **Contractual Liability**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**

**e. Contractual Liability**

"Personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) Liability for damages because of "personal injury" assumed in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense com-

mitted subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. The following replaces the third sentence of Paragraph 2. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverage B – Personal and Advertising Injury Liability, such payments will not be deemed to be damages because of "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

3. The following replaces Paragraph 2.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

4. The following replaces the first subparagraph of Paragraph f. of the definition of "insured contract" in the **DEFINITIONS** Section:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that

would be imposed by law in the absence of any contract or agreement.

**J. EXTENSION OF COVERAGE – BODILY INJURY**

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

**K. BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS**

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraph (1)(a) above does not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

**L. AIRCRAFT CHARTERED WITH CREW**

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with crew to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

**M. NON-OWNED WATERCRAFT**

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- (2) A watercraft you do not own that is:
  - (a) Fifty feet long or less; and
  - (b) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED**:

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (1) Fifty feet long or less; and
- (2) Not being used to carry any person or property for a charge.

**N. INCREASED SUPPLEMENTARY PAYMENTS**

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- b. Up to \$2,500 for cost of ball bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**O. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

## COMMERCIAL GENERAL LIABILITY

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;
- (iii) A trustee of any trust; or
- (iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

### P. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which

we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### Q. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The following replaces Exclusion a., Expected Or Intended Injury, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

#### a. Expected or Intended Injury or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

### R. TRANSPORTATION EXPENSES FOR REPATRIATION OR RELOCATION OF INJURED OR SICK EMPLOYEES

1. The following is added to SUPPLEMENTARY PAYMENTS – COVERAGE A AND B of SECTION I – COVERAGES:

We will reimburse you for the reasonable "transportation expenses" that you incur, over and above "normal transportation costs", for the repatriation or relocation of any of your injured, diseased, sick or deceased "employees". But only if:

- a. The injury, disease, sickness, or death occurred during the policy period and while such "employee" was employed or assigned to work by you anywhere in the world other than:

- (1) The United States of America (including its territories and possessions), Puerto Rico and Canada; and
- (2) Any country or jurisdiction in the "prohibited area";

- b. The relocation or repatriation is necessary in the opinion of competent medical authorities; and

- c. The relocation or repatriation is from the country where the injury, disease, sickness, or death occurred to a destination in another country.

The most we will pay as reasonable "transportation expenses" for the repatriation or relocation of any one of your "employees" is

## COMMERCIAL GENERAL LIABILITY

\$25,000. The most we will pay as reasonable "transportation expenses" for the repatriation or relocation of all of your "employees" is \$50,000. These payments will not reduce the limits of insurance.

2. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available for the reasonable "transportation expenses" that you incur, over and above "normal transportation costs", for the repatriation or relocation of any of your injured, diseased, sick or deceased "employees".

3. The following is added to the **DEFINITIONS** section:

"Normal transportation costs" means the costs of transporting your "employee" in good health, and in conformance with your business travel policy, from the country of injury, disease, sickness, or death to the country of relocation or repatriation.

"Transportation expenses" includes the following expenses:

- a. Costs of embalming to meet United States standards; and
- b. All reasonable expenses of transportation to return the remains of the deceased to the country of burial or funeral.

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2010-2011

### 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 has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
	<input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
	<input checked="" type="checkbox"/> For All Consultants with employees: Proof of workers compensation insurance

OUSD Staff Contact *Emails about this contract should be sent to:* [Wilma.Enriquez@ousd.k12.ca.us](mailto:Wilma.Enriquez@ousd.k12.ca.us)

### Contractor Information

Contractor Name	WestEd	Agency's Contact	Ed Martinez		
OUSD Vendor ID #	V054918	Title	Contracts Administrator		
Street Address	730 Harison Street	City	San Francisco	State	CA Zip 94107
Telephone	(415) 615-3000	Email	pmartin@wested.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	11/15/2010	Date work will end	06/30/2011	Other Expenses	
Pay Rate Per Hour (required)	\$ 1,771.43	Number of Hours	35.00	Total Contract Amount	\$ 62,000.00

### 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
6286	English Language	9091588101	5825	\$ 62,000.00
	Program - Instr		5825	\$
			5825	\$
<b>Requisition No.</b>	R0102313		<b>Total Contract Amount</b>	\$ 62,000.00

### 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.

1.	<b>Administrator / Manager</b> (Originator)	Name	Gia Truong	Phone	(510) 336-7591
	Site / Department	Leadership, Curriculum & Instruction		Fax	
	Signature			Date Approved	
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs				
	<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	
3.	<b>Regional Executive Officer</b>				
	<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				
4.	Signature	<i>[Signature]</i>		Date Approved	11/19/10
	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> <input type="checkbox"/> Consultant Aggregate Under \$50,000				
5.	Signature	<i>[Signature]</i>		Date Approved	12-10-2010
	<b>Superintendent, Board of Education</b> <i>Signature on the legal contract</i>				
<b>Legal Required if not using standard contract</b>		Approved	Denied - Reason	Date	
<b>Procurement</b>	Date Received	PO Number		P1104231	



579 bL  
[Handwritten initials]

**RECEIVED**

NOV 17 2011

CONTRACT OFFICE  
PROCUREMENT DEPT.