

Board Office Use: Legislative File Info.	
File ID Number	12-2094
Introduction Date	1/14/12
Enactment Number	12-2787
Enactment Date	11-14-12



**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)* 1/14/12

**Subject** Professional Services Contract -  
Lynda L. Tredway Washington DC (contractor, City State)  
909 Leadership, Curriculum, & Instruction (site/department)

**Action Requested** Ratification of a professional services contract between Oakland Unified School District and Lynda L. Tredway. Services to be primarily provided to 909 Leadership, Curriculum, & Instruction for the period of 09/01/2012 through 05/31/2013.

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

In order to ensure that all students in Oakland Unified have access to high quality and effective instruction with excellent teachers and leaders, the district strategic plan calls for the development of several structures and systems. One particular structure is the design and development of evaluation criteria for effective leaders. The continued work of the Effective Teaching and Effective Principal Leadership Task Force in furthering the development of the Full Service School Leadership Dimensions is essential to ensure that the district operates from a shared definition of effective leadership to guide teacher, principal recruitment, and professional development and retention efforts.

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

Ratification by the Board of Education of a Professional Services Contract between the District and Lynda L. Tredway of Berkeley, California, for the latter to provide 233.40 hours of support to do the following: 1. Co-develop and fully complete the Oakland Unified School District (OUSD) Rubric, including descriptors or practice for the leadership dimensions from 2012-13 Task Force. 2. Co-construct and implement the protocols and processes for asset observations and supervision for OUSD leadership development. 3. Co-construct, with OUSD district supervisors, processes for supervision and evaluation of OUSD principals, based on rubric and processes of asset observations that will be acceptable to teachers, principals, and administrators' union; for the period of September 1, 2012 through May 30, 2013 in an amount not to exceed \$35,000

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Lynda L. Tredway. Services to be primarily provided to 909 Leadership, Curriculum, & Instruction for the period of 09/01/2012 through 05/31/2013.

**Fiscal Impact** Funding resource name (please spell out) Title 1-NCLB  
Highly Qualified Teachers not to exceed \$ 35,000.00

**Attachments**

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

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**OAKLAND UNIFIED  
SCHOOL DISTRICT**

### PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Lynda L. Tredway (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 09/01/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 05/31/2013.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Thirty Five Thousand Dollars (\$ 35,000.00 ). 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: none.

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:* none 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: Lisa Spielman  
Site /Dept.: 909 Leadership, Curriculum, & Instruction  
Address: 2607 Myrtle Street, Room 108  
Oakland, CA 94607  
Phone: (510) 273-2337

**CONTRACTOR:**

Name: Lynda L. Tredway  
Title: Consultant  
Address: 804 Van Buren St., NW  
Washington DC 20012  
Phone: (202) 722-0248

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

**8. Invoicing**

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

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

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

**10. Insurance:**

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

Check one of the boxes below:

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

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

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

**OR**

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

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

**Professional Services Contract**

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
  1. **Tuberculosis Screening**
  2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: 

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.  
 CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.  
 Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1060 *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 supercedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplsearch.do>)

Summary of terms and compensation:

Anticipated start date: 9-1-12 Work shall be completed by: 5-31-13 Total Fee: \$ 35,000

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Dantes  
 President, Board of Education  
 Superintendent or Designee

10-4-2012  
Date

Secretary, Board of Education

Date

CONTRACTOR

Lynda Tredway  
Contractor Signature  
8-2-12  
Date

Lynda Tredway, Consultant  
Print Name, Title

Certified:

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

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By:

**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 Lynda L. Tredway of Berkeley, California, for the latter to provide 233.40 hours of support to do the following: 1. Co-develop and fully complete the Oakland Unified School District (OUSD) Rubric, including descriptors or practice for the leadership dimensions from 2012-13 Task Force. 2. Co-construct and implement the protocols and processes for asset observations and supervision for OUSD leadership development. 3. Co-construct, with OUSD district supervisors, processes for supervision and evaluation of OUSD principals, based on rubric and processes of asset observations that will be acceptable to teachers, principals, and administrators' union; for the period of September 1, 2012 through May 30, 2013 in an amount not to exceed \$35,000

**SCOPE OF WORK**

Lynda L. Tredway will provide a maximum of 233.40 hours of services at a rate of \$ 150.00 per hour for a total not to exceed \$35,000.00. Services are anticipated to begin on 09/01/2012 and end on 05/31/2013.

**1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

See Exhibit A, Scope of Work attached!

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

See Exhibit A, Scope of Work attached!

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

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core    | <input type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health          | <input type="checkbox"/> Safe, healthy and supportive schools                |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input checked="" type="checkbox"/> Accountable for quality                  |
| <input checked="" type="checkbox"/> High quality and effective instruction      | <input checked="" type="checkbox"/> Full service community district          |

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

Please select:

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

## Scope of Work

OUSD Full Service Community School Leaders: Leadership Task Force

Contractor: Lynda Tredway

804 Van Buren St., N.W.

Washington, D.C. 20012

SSN: 508-62-2899

Resume Attached

Contract Supervisor (OUSD): Kyla Johnson-Trammell

Dates of Service: August 15, 2012-May 31, 2013

Invoice 1: August 15, 2012 – December 15, 2012 \$17,500

Invoice 2: January 1 - May 31, 2012 \$17,500

Cost per unit (day rate): 28 days @\$1250

Invoices: December 1, 2012 and May 15, 2013

## Outcomes

- Co-develop and fully complete the OUSD Leadership Rubric, including elements, indicators of practice, and naming documents for the leadership dimensions from 2012-13 Task Force.
- Build into the rubric explicit responsibility for the instructional core (noted in FSCS literature) and how the instructional core intersects with other elements of FSCS design and leadership.
- Fully implement protocols and processes for asset observations and supervision for OUSD leadership development with 22-26 principals.
- Develop toolkit for professional development of leaders using asset observations and critical friends protocols
- Decide on evaluation design and process, tune process with union leadership and principals for pilot implementation in 2013-14.
- Co-construct, with OUSD district supervisors, processes for supervision and evaluation of OUSD principals, based on rubric and processes of asset observations that will be acceptable to principals and administrators' union.

## Project Design

### 1. Principles

- a. A Full Service Community Service Leadership framework includes an emphasis on the work of the leader as instructional guide and on the resiliency necessary for leadership of in equity-driven school and OUSD district context.
- b. Emphasis on the instructional core is a fundamental element of building the FSCS framework and must be intersected with concurrent work in the district related to the national core standards.
- c. Leadership development is a process of working from the inside-out (Grubb and Tredway, 2010). OUSD leaders are capable of forming small networks of supportive professionals who can, through supportive facilitation, develop processes for their own professional development



- d. Asset observations are a tool for recognizing the current capacity and readiness of leader, individual teachers and school.
- e. Implementing a leadership rubric and supervision/observation/evaluation process is a collaborative process with input and ambassadorship from experienced OUSD leaders at the school site and the district.
- f. Project design and activities is an iterative process based on formative feedback from constituents (in this case, OUSD leaders and supervisors); therefore, the project design will incorporate regular feedback for maximum impact.

## 2. **Project Activities**

- a. Identify a core group of 22-26 OUSD leaders (including six principals from SIG schools) who will act as critical friends to each other and consultants on the full implementation of the FSCS leader rubric. The process includes recommendations and application process that would include a balance of leaders from all regions and levels.
- b. Conduct monthly professional development for the LTF that would focus on the following: tuning and implementing the protocols for asset observations and analysis; analysis of findings from asset observations; tuning goal-setting protocol and using asset observation data to set goals; using analyses of asset observations, research, and experience as veteran leaders to tune the OUSD rubric; finalize rubric and tools for supervision and evaluation based on the project year experiences.
- c. Decide on critical friends for the purpose of co-observation and feedback
- d. Consultant will conduct and analyze observations in fall and spring; all observations will be conducted with the presence of one critical friend and/or district representative who participates in project. The observations have different purposes in fall and spring; fall is for the purpose of gathering evidence for goal-setting, and spring is for the purpose of field testing the rubric.
- e. Conduct listening campaigns for input and tuning from central office and site leaders
- f. Document participation, perceptions and results of project.
- g. Prepare presentations to OUSD constituents as determined by Kyla Johnson-Trammell.

## 3. **Documentation and Evaluation**

- a. Survey and focus group processes for principals
- b. Asset Observation aggregate data (fall and spring)
- c. Aggregate data from supervision/coaching tool

## **Deliverables**

- 1. Published (web and print) OUSD Rubric with dimensions, elements and indicators of practice.
- 2. Naming Documents for use in asset observations.
- 3. Leadership Evaluation Process for piloting in 2013-14

#### 4. Project Report

##### **Consultant Alignment with OUSD Principal Rubric Dimensions and District**

**Vision:** The consultant attended and participated in the development of the OUSD rubric dimensions, researched and shared the results of a literature search for full service community school designs and leadership, has been the coordinator of leadership programs at UC Berkeley for 12 years, and has a deep knowledge of FSCS, as she edited Joy Dryfoos' working paper on FSCS in 1986 at the W.T Grant Commission. The consultant with an OUSD team presented at the May 2012 Coalition of Community Schools Forum (SF) and the All Administration meeting in OUSD in June 2012.

**Choice of Principals** Six principals participated in the OUSD design team in 2010-11, and twenty principals were on Advisory Committee. IN 2011-12, there were 20 principals (6 from original LTF and 14 additional leaders, including two APs and a district administrator). The SIG Principals will be involved in the 2012-13 group. Principals from LTF 2011-12 will be invited to participate; in addition, principals from OUSD received invitations.

**Supervision:** Kyla Johnson-Trammel will participate in the working group design of the rubric. She will be responsible for oversight of grant and deliverables, regular meetings with consultant to support implementation, analysis of feedback from principals to support the project, and the full integration of this work with the OUSD. Anne Prozan will serve as OUSD facilitator of the project.



# OUSD Consultant Billing Rate Guideline Waiver Request

### Directions

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

Contractor Name	<u>Lynda L. Tredway</u>
Contract Originator Name	<u>Lisa Spielman</u>
Site or Department	<u>909/Leadership, Curriculum, &amp; Instruction</u>
Requisition Number	_____

### Reason for requested waiver:

- Specialized skills set justifies higher hourly rate, see resume or statement of qualifications attached
- Short-term contract requires a higher hourly rate. Contract is less than one month in duration.
- Other, please explain:

### Approval Cabinet Level approval required (Deputy Superintendent)

Regional or Executive Officer	_____	Date	_____
Cabinet Level	_____	Date	_____

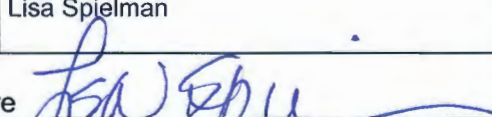
# Consultant Fingerprint/Criminal Background Check Waiver Request

## Directions

The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check through OUSD. The OUSD Administrator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require Cabinet level approval (Deputy Superintendent/Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

Contractor Name	Lynda L. Tredway		
Originator Name	Lisa Spielman	Site or Department	909/Leadership, Curr. & Instruction
Which sites or locations will the contractor be working at?			
<b>TB Clearance Requirement</b>			
<i>Proof of negative TB status is required for all consultants who will be working with OUSD students or staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one time speaker with less than 6 hours of contact with OUSD employees.</i>			
<b>How is this contractor going to meet the TB clearance requirement?</b>			
TB Waiver requested <input type="checkbox"/>		Proof of TB clearance is in the contract packet <input checked="" type="checkbox"/>	

<b>[TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.]</b>
CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))

OUSD Representative's Name	Lisa Spielman	Title Director
OUSD Representative's Signature		Date 8/2/12

<b>Approval Cabinet Level approval required (Deputy Superintendent/Superintendent)</b>	
Approver Name	Title
Approver Signature	Date
Reason for Approval:	

# OUSD Consultant General Liability Insurance Reduced Insurance Requirement or Waiver Request

**Directions**

All consultants are required to provide proof of General Liability Insurance with limits of One Million Dollars per occurrence. Additional information about this requirement can be found on the internet under Finances, Procurement and Distribution tab, document entitled "Information for Consultants." In rare circumstances, where appropriate, the District can reduce the required amount of insurance or waive the general liability insurance requirement. To request that your contract is considered for either a reduced amount of insurance or a waiver, complete this form and submit it with a copy of the contract to Risk Management. Waivers will only be granted in cases where the consultant will have NO interaction with students.

**Steps:**

1. OUSD Contract Originator completes request form
2. OUSD Contract Originator submits request form and **copy of contract** with Scope of Work to Risk Management at 1025 2<sup>nd</sup> Avenue, Room 115A or email [cynthia.grice@ousd.k12.ca.us](mailto:cynthia.grice@ousd.k12.ca.us).
3. Risk Management considers request and returns form within 7 business days to OUSD Contract Originator
4. If approved, OUSD Contract Originator submits form with completed contract to Procurement.

<b>Contractor Name</b>	Lynda L. Tredway	<b>Contract Amount</b>	\$ 35,000.00
<b>OUSD Originator Name</b>	Lisa Spielman	<b>Site / Department</b>	909/LCI

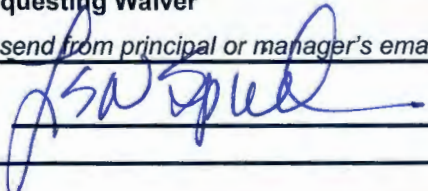
*Why do you believe that this contract poses a low risk to the District and should be eligible for a reduction or waiver of the general liability insurance requirement?*

CONSULTANTS IS NOT WORKING WITH STUDENTS.

**Signature of Contract Originator Requesting Waiver**

*If submitted via email, type name and send from principal or manager's email account.*

**OUSD Principal or Manager**



**Date**

8/21/12

**Risk Management**

**Approved:** Based on the scope of work provided, I approve the following adjustment to the General Liability Insurance requirement for this contract:

Reduced Requirement : \$ \_\_\_\_\_

Waiver of General Liability Insurance Requirement

Reason for reduction or waiver: \_\_\_\_\_

**Denied:** Unfortunately, this contract does not qualify for a reduction or waiver

Denial Reason: \_\_\_\_\_

**Signature**



**Date**

8/22/2012

**PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013**

*Post to Site*  
SEP 21

AUG 27

**Basic Directions**

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

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

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

Attachment Checklist	<input type="checkbox"/>	For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input checked="" type="checkbox"/>	For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input checked="" type="checkbox"/>	For All Consultants: Results page of the Excluded Party List ( <a href="https://www.epls.gov/epls/search.do">https://www.epls.gov/epls/search.do</a> )
	<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 type="checkbox"/>	For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

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

**Contractor Information**

Contractor Name	Lynda L. Tredway	Agency's Contact	Lynda L. Tredway
OUSD Vendor ID #	1000390	Title	Consultant/Contractor
Street Address	804 Van Buren St., NW	City	Washington
Telephone	(202) 722-0248	State	DC
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Zip	20012
		Email (required)	lyndatredway@gmail.com
		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	09/01/2012	Date work will end	05/31/2013	Other Expenses	\$ 0.00
Pay Rate Per Hour (required)	\$ 150.00	Number of Hours (required)	233.40		

**Budget Information**

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

Resource #	Resource Name	Org Key	Object Code	Amount
3010	Title 1-NCLB	909 1626 201	5825	\$ 35,000.00
	Highly Qualified T		5825	\$
	Teachers		5825	\$
<b>Requisition No. (required)</b>	R6302969			<b>Total Contract Amount</b>
				\$ 35,000.00

**Approval and Routing (in order of approval steps)**

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

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

1.	<b>Administrator / Manager (Originator)</b>	Name	Lisa Spielman	Phone	(510) 273-2337
	Site / Department	909 Leadership, Curriculum, & Instruction	Fax	(510) 452-2077	
	Signature	<i>[Signature]</i>		Date Approved	8/2/12
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"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature	<i>[Signature]</i>		Date Approved	9/20/12
	Signature (if using multiple restricted resources)	<i>[Signature]</i>		Date Approved	
3.	<b>Regional Executive Officer</b>				
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site <input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>[Signature]</i>		Date Approved	9-28-12
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000			
	Signature	<i>[Signature]</i>		Date Approved	10-4-12
5.	<b>Superintendent, Board of Education</b>	Signature on the legal contract			
<b>Legal Required if not using standard contract</b>		Approved	Denied - Reason	Date	
<b>Procurement</b>	Date Received	PO Number		P1302477	

2012