

Board Office Use: Legislative File Info.	
File ID Number	17-0828
Introduction Date	5-10-17
Enactment Number	
Enactment Date	



Memo

To Board of Education
From Devin Dillon, Superintendent

Board Meeting Date
(To be completed by _____
Procurement)

Subject Professional Services Contract Amendment No. 1 -
Education Resource Strategies -
956/CSI (site/department)

Action Requested Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and Education Resource Strategies. Services to be primarily provided to 956/CSI for the period of 9/1/16 through 6/30/2017.

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

ERS would work with the HS Network Superintendent team to support the alignment with the typical district school improvement planning documents and the subsequent use of School Designer for all high schools as part of the SY1718 planning cycle.

Discussion
One paragraph summary of the amended scope of work.

ERS design cohort process organizes around the core objective of creating transformational designs in a subset of schools that better organize resources to improve student learning, thereby leading the way for greater strategy improvement at all schools. Specifically, ERS would support schools in ensuring rigorous credit accumulation through pathways supported by job-embedded professional development for common core implementation.

This project starts with a focus on high schools and is structured to be scaled across the other school levels over time. We would start with deep support for a cohort of 4-5 high schools – the three large comprehensives, Fremont and potentially one other pending OUSD follow up. We would supplement that deep support with training and do-it-yourself tools to build ongoing capacity within OUSD to apply to support at all traditional high schools, and follow it up with implementation support to ensure that the school designs come to fruition as imagined and are scalable across the entire district. Our proposal to focus on high schools initially stems from our work this year, the strength of relationship of high school network leadership and the clear need for support in connecting visions with actual resource use at the high school level. That said, in the following year we would expand outside of HS to scale an additional cohort as well as the tools and capacity-building efforts either to MS or across all levels, depending on district preference and capacity.

Recommendation Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and Education Resource Strategies. Services to be primarily provided to 956/CSI for the period of 9/1/16 through 6/30/2017.

Fiscal Impact Funding resource name (please spell out) Donations not to exceed \$ 105,000.00

Attachments

- Contract Amendment
- Copy of original contract and any prior amendments



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

Legislative File ID No. 17-0828

Department: Continuous School Improvements

Vendor Name: Education Resource Strategies

Contract Term: Start Date: 9/1/2016 End Date: 6/30/2017

Annual Cost: \$ 105,000.00

Approved by: David Montes

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Worked with vendor previously at OUSD.

Summarize the services this Vendor will be providing.

ERS design cohort process organizes around the core objective of creating transformational designs in a subset of schools that better organize resources to improve student learning, thereby leading the way for greater strategy improvement at all schools. Specifically, ERS would support schools in ensuring rigorous credit accumulation through pathways supported by job-embedded professional development for common core implementation.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

Price compared with other vendors.

2) Please check the competitive bid exception relied upon:

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

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

This Amendment is entered into between the Oakland Unified School District (OUSD) and Education Resource Strategies (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 9/1/16, and the parties agree to amend that Agreement as follows:

1. Services:	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> The scope of work has <u>changed</u> .
If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.		
<input type="checkbox"/> Revised scope of work attached. OR <input checked="" type="checkbox"/> The CONTRACTOR agrees to provide the following amended services:		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
If the term has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is <u>6/30/17</u> .		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
If the compensation has changed: The contract price is amended by		
<input checked="" type="checkbox"/> Increase of \$ <u>49,000.00</u> to original contract amount		
<input type="checkbox"/> Decrease of \$ _____ to original contract amount		
and the new contract total is <u>one hundred and five</u> dollars (\$ \$ <u>105,000.00</u>)		

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 Board of Education and/or the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

President, Board of Education _____ Date _____
 Superintendent _____
 Chief or Deputy Chief _____

_____ 2/17/17
 Contractor Signature Date

Noah Carp, Director of Finance and Operations
 Print Name, Title

Secretary, Board of Education _____ Date _____

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

ERS design cohort process organizes around the core objective of creating transformational designs in a subset of schools that better organize resources to improve student learning, thereby leading the way for greater strategy improvement at all schools. Specifically, ERS would support schools in ensuring rigorous credit accumulation through pathways supported by job-embedded professional development for common core implementation.

This project starts with a focus on high schools and is structured to be scaled across the other school levels over time. We would start with deep support for a cohort of 4-5 high schools – the three large comprehensives, Fremont and potentially one other pending OUSD follow up. We would supplement that deep support with training and do-it-yourself tools to build ongoing capacity within OUSD to apply to support at all traditional high schools, and follow it up with implementation support to ensure that the school designs come to fruition as imagined and are scalable across the entire district. Our proposal to focus on high schools initially stems from our work this year, the strength of relationship of high school network leadership and the clear need for support in connecting visions with actual resource use at the high school level. That said, in the following year we would expand outside of HS to scale an additional cohort as well as the tools and capacity-building efforts either to MS or across all levels, depending on district preference and capacity.

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.

Student Achievement Outcomes: Long blocks of weekly collaborative planning time for teachers who teach the same course to provide time for high-quality, job-embedded, instructional-material-based professional learning;

- o Staffing for regular cycles of observation and coaching to improve teaching and learning
- o Schedules aligned with 1) time requirements to engage students in high-quality, Common-Core aligned instruction, and 2) appropriate pathways to enable students entering at different points to remain or get on track for graduation;
- o Intervention structures that help students who are behind catch up to grade-level standards, while also maintaining exposure to grade-level-appropriate rigor;
- o Structures supporting highly effective service models for special populations;
- o Organizational charts, meeting structures, and management routines that support effective implementation of strategic structures.

District-wide outcomes include:

- o Identification of key district-level conditions/supports that will enable the fast scaling of proof points; plan for improvements in enabling conditions.
- o Ongoing support for high school leaders and their teams, as well as those who support them (supervisors, human capital specialists, etc.), that enables strategic decision-making around school design, and prioritizes teaching around district-wide opportunities for changes to school designs.
- o An improved school planning process to support strategic decision making at the school level around system design and resource allocation, including the right data to support strategic decision making.

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

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

4. Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds): Please select:

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

AMENDMENT ROUTING FORM 2016-2017

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1



Directions

Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.

1. Contractor and OUSD contract originator reach agreement on modification to original scope of work and compensation.
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 must change. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
4. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

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

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

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

Contractor Information

Contractor Name	Education Resource Strategies	Agency's Contact	Noah Carpe		
OUSD Vendor ID #	I003748	Title	Director of Finance & Operations		
Street Address	480 Pleasant Street, Suite C-200	City	Watertown	State	MA Zip 02472
Telephone	617-607-8796	Email (required)	ncarp@erstrategies.org		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 56,000.00	Original PO #	P1704099	New Requisition #	R0173886
Amended Amount	\$ 49,000.00	Start Date	9/1/16	End Date	6/30/2017
New Total Contract Amount	\$ 105,000.00	Pay Rate Per Hour		# of Hours	

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
9011	Donation	9561110115	5825	\$ 49,000.00
			5825	
			5825	

Approval and Routing (in order of approval steps)

Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.

1.	Administrator / Manager (Originator)	Name	David Montes de Oca	Phone	879-1726	
	Site/Department (Name & #)	956/CSI			Fax	
	Signature				Date Approved	2/17/2017
2.	Resource Manager , 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 (CSSSP)					
	Signature				Date Approved	
3.	Network Superintendent/Deputy Network Superintendent					
	Signature				Date Approved	
4.	Chiefs / Deputy Chiefs	Consultant Aggregate <input checked="" type="checkbox"/> Under <input type="checkbox"/> Over \$ _____				
	<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	
5.	Superintendent, Board of Education Signature on the legal contract					
Legal Required if not using standard contract		Approved	Denied - Reason	Date		
Procurement	Date Received	PO Number				

Board Office Use: Legislative File Info.	
File ID Number:	16-2388
Introduction Date:	12/14/2016
Enactment Number:	16-1938
Enactment Date:	12/14/2016

Memo

To: Board of Education
From: Antwan Wilson, Superintendent
Board Meeting Date: 12/14/2016
Subject: Professional Service Contract
Contractor: Education Resource Strategies of Watertown, MA
Services for: 956-CONTINUOUS SCHOOL IMPROVEMENT

Board Action Requested and Recommendation: Approval by the Board of Education of a Professional Services Contract between the District and Education Resource Strategies, Watertown, MA, for the latter to provide: ERS design cohort process organizes around the core objective of creating transformational designs in a subset of schools that better organize resources to improve student learning, thereby leading the way for greater strategy improvement at all schools. Specifically, ERS would support schools in ensuring rigorous credit accumulation through pathways supported by job-embedded professional development for common core implementation.

ERS will start with a focus on high schools and is structured to be scaled across the other school levels over time. ERS would start with deep support for a cohort of 4-5 high schools – the three large

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

ERS would work with the HS Network Superintendent team for the SY16-17 school year to support the alignment with the typical district school improvement planning documents and the subsequent use of School Designer for all high schools as part of the SY17-18 planning cycle.

Discussion:
(QUANTIFY what is being purchased.)

ERS design cohort process organizes around the core objective of creating transformational designs in a subset of schools that better organize resources to improve student learning, thereby leading the way for greater strategy improvement at all schools. Specifically, ERS would support schools in ensuring rigorous credit accumulation through pathways supported by job-embedded professional development for common core implementation.

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CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 16-2388

Department: 956-CONTINUOUS SCHOOL IMPROVEMENT

Vendor Name: Education Resource Strategies

Contract Term: Start Date: 09/01/2016 End Date: 06/30/2017

Annual Cost: \$ \$56,000.00

Approved by: JAMES HARRIS

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Worked with Vendor previously at OUSD

Summarize the services this Vendor will be providing.

Was this contract competitively bid? Yes No

If No, answer the following:

- 1) How did you determine the price is competitive?

Price compared with other vendors

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File ID Number	16-2388
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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2016-2017

This Agreement is entered into between Education Resource Strategies of Watertown, MA (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** 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 09/01/2016, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$87,800.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$87,800.00, whichever is later. The work shall be completed no later than 06/30/2017.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Fifty-Six Thousand Dollars and 00/100 Dollars (\$56,000.00) [per fiscal year], at an hourly billing rate not to exceed N/A per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A, which shall not exceed a total cost of \$0.00.

5. **CONTRACTOR Qualifications / Performance of Services:**

CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

6. **Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
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:

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
 14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
 15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
 16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
 17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
 18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
 20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
 21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
 22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

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