

Board Office Use: Legislative File Info.	
File ID Number	14-0548
Introduction Date	04/09/2014
Enactment Number	14-0595
Enactment Date	4-9-14 ef



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** The Board of Education

**From** Vernon Hal, Deputy Superintendent  
Brigitte Marshall, Associate Superintendent, Human Resources Services & Support

**Board Meeting Date**  
(To be completed by  
Procurement)

04/09/14

**Subject** Professional Services Contract -  
Teach For America (contractor, City State)  
Human Resources Services and Support (site/department)

**Action Requested** Approval of a professional services contract between Oakland Unified School District and Teach For America. Services to be primarily provided to Human Resources Services and Support for the period of 07/01/2013 through 06/30/2014.

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

To continue a partnership agreement between Oakland Unified School District and Teach For America, Inc. to recruit qualified new teachers in hard to fill areas.

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

The District and Teach For America (TFA) will collaborate to facilitate recruitment and retention of between 10 (ten) and 60 (sixty) teachers. The District shall pay TFA an annual amount of \$2,000 for each year in which such teacher is employed by the District, up to two years, with respect to each teacher whose employment by the District is to commence in the 2013-2014 academic year. In partnership with OUSD, TFA will be localizing its efforts by building an Oakland regional team to better serve students and the community. Staff structure will reorient to better align with the priorities, goals, and strategies of the District's Strategic Plan.

**Recommendation** Approval of professional services contract between Oakland Unified School District and Teach For America. Services to be primarily provided to Human Resources Services and Support for the period of 07/01/2013 through 06/30/2014.

**Fiscal Impact** Funding resource name (please spell out) Title IIA  
not to exceed \$ 125,000.00

**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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## TEACH FOR AMERICA AND OAKLAND UNIFIED SCHOOL DISTRICT: VISION FOR PARTNERSHIP

As Teach For America and Oakland Unified enters into the twenty-second year of their partnership together, Teach For America will be turning our focus to increased collaboration with the district to support Thriving Students and the plan to ensure that all students in Oakland receive high quality instruction. Teach For America seeks to serve Oakland Unified students and families through a two-pronged approach. First, to meet the immediate needs of students by providing a strong pipeline of diverse teacher talent and leadership that is committed to ensuring that all students embark on a path for long-term success. Simultaneously, we undertake the longer-term effort to empower our alumni to serve in Oakland as leaders and advocates in the classroom, in district leadership and administrative roles, and as members of the community.

Teach For America has localized its efforts by building an Oakland regional team to better serve students and the community. Staff structure is oriented to better align with the priorities, goals, and strategies of our Oakland partners, mainly Oakland Unified School District. The Oakland team will include:

- *Senior Managing Director of Oakland Partnership:* Holds the bar high for staff and teachers. Engages with community and district partners to strengthen collaboration and alignment with the work of the district; help build longer-term TFA alumni base to become leaders and active community members of Oakland.
- *Managing Director of Teacher Leadership Development:* Leads the Teacher Leadership Development team. Manage towards high quality, transformational teachers and classrooms.
- *Two Directors and Three Managers of Teacher Leadership Development:* Coach, develop, and build skill and leadership for corps members in the classroom by using student data, observing teachers, and collaborating with school and district coaches. MTLs and DTLs work directly with TFA corps members to help ensure students on path of extended life opportunities, and deepen involvement in schools, including professional development opportunities. They align their support to ensuring students meet academic benchmarks and that instruction is also focused on college and career readiness.
- *Human Capital Manager:* The Human Capital Manager is responsible for building a strong pipeline of talented Teach For America corps members and alumni to serve the highest need schools and central office positions. This includes high quality teachers as well as candidates for school leadership and other district and community roles. The Human Capital Manager will work closely with Associate Superintendent of HR, Brigitte Marshall and the OUSD Recruitment team to build a strong, diverse pool of candidates that are commitment to serving Oakland students. He/she will also share best practices around recruitment and retention strategies in support of Oakland's long-term goals of to building a stronger internal recruitment pipeline.
- *Director of Corps & Alumni Community Engagement:* Increase dialogue with corps members, alumni, and community members on important Oakland educational issues to deepen leadership and community advocacy among Teach For America corps members and alums as members of the Oakland community.

Teach For America – Bay Area has also added a *Director of Diversity Initiatives* to create an overall scope of learning for corps members and staff and work with the recruitment team to ensure a diverse corps. The new structure will also allow increased focus on shared best practices with OUSD, including shared resources for teachers support and the development of a strong internal talent pipeline.

We are deeply inspired by the vision of Thriving Students and of the evidence of Teach For America's impact as of now, yet we are humbled by the great distance left to travel as we work to ensure our teachers and our organization is serving Oakland Unified's students to ensure they have the opportunity to realize their full potential.



## DISTRICT EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This educational professional services agreement (this "Agreement") is dated October 1, 2013 and is entered into between TEACH FOR AMERICA, INC. ("Teach For America"), a Connecticut non-profit and Oakland Unified School District, of the state of California ("School District") (each individually "a Party" and collectively "the Parties").

Teach For America is a national leader in recruiting, selecting, training and providing ongoing professional development to individuals committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems. Oakland Unified School District seeks to recruit new teachers who are trained to lead students to academic achievement and to equip such teachers with ongoing professional development and support to further develop and sustain their professional practice.

Accordingly, School District and Teach For America agree as follows:

### I. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING

#### School District Responsibilities:

##### A. Hiring Commitment.

- i. Teach For America will use its reasonable efforts to provide the number of teacher candidates for employment with School District ("Teachers") set forth in **Appendix A** (the "Agreed Number"), attached and hereby incorporated hereto, but Teach For America cannot and does not guarantee its ability to provide the full Agreed Number of Teachers to School District and the failure of Teach For America to provide the full Agreed Number of Teachers for any academic year shall not constitute a breach of this Agreement for any purpose whatsoever.
- ii. Whether or not Teach For America is able to provide the full Agreed Number, School District shall consider for hire each Teacher provided by Teach For America who meets the district eligibility requirements.
- iii. Any Teach For America Teacher hired by the School District shall be hired as the classroom teacher of record and not for substitute, auxiliary, resource or teacher's aide positions.
- iv. Teach For America Teachers will be hired by School District for vacancies across the full range of grades and subject matters and not restricted or limited to so-called "critical" or "shortage" subjects or grade level vacancies.
- v. School District and Teach For America shall collaborate in good faith to identify individual schools within School District appropriate for Teachers. In order to be considered an appropriate school (a "Partner School") for placement of a Teacher, (i) the school's student population must be considered high poverty relative to the student population elsewhere in the district or that fifty percent or more of the school's student population receives free or reduced lunch and (ii) the school must

have sufficient vacancies to enable the hiring/placement of at least two Teachers in the same academic year. To the extent reasonably practicable, School District will employ two or more Teachers per individual Partner School.

**B. Hiring Process.**

- i. School District and Teach For America will collaborate in good faith to facilitate the efficient hiring of individual Teachers, in accordance with the School District's established District hiring practices.
- ii. School District shall use its reasonable efforts to hire Teachers in a timely manner throughout the spring and summer of the applicable academic school year. School District agrees that where possible, Teach For America shall be informed of individual Teacher's grade and subject level assignments prior to the start of their Pre-Service Training (as described below).
- iii. Subject to its obligations under pre-existing collective bargaining agreements, contracts, or applicable law, School District will offer alternative employment to any Teacher who is not employed by the first day of the academic school year. "Alternative employment" includes, but is not limited to substitute teaching positions, "pool" teaching positions, classroom aides or other temporary category of employment available within School to individuals with teaching credentials. The purpose of an alternative employment placement is to enable the individual Teacher to obtain a salary until such time as School District can secure permanent employment as a full-time classroom teacher of record.

**Teach For America Responsibilities:**

- C. **Candidate Recruitment and Selection.** Teach For America will recruit, select for participation in the Teach For America program, and present to the School District for employment Teachers from a broad range of academic majors and career fields. Teach For America will use reasonable efforts to recruit Teachers from diverse backgrounds. In connection with the foregoing, Teach For America will not knowingly engage in any unlawful acts of discrimination in its recruiting or selection of candidates.
- D. **Pre-Service Training.** Prior to entering the classroom, all Teachers will undergo pre-service training at Teach For America Institutes, which are designed and delivered by Teach For America in order to prepare Teachers for this work.
- E. **Highly Qualified Status.** Teach For America will provide the described pre-service training to Teachers presented to School District for the purpose of ensuring that such Teachers meet the "highly qualified" teacher requirements set forth in the federal No Child Left Behind Act of 2001 and applicable state regulations (together, the "Requirements"). For purposes of this Section E, only those Requirements in effect at the time that the Teacher is offered employment by School District will be applicable.



II. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT  
COMMITMENTS

School District Responsibilities

A. Employment Status.

- i. Every Teacher employed by School District as described in this Agreement shall be a full-time employee of School District with all of the rights, responsibilities and legal protections attendant to that status and not an employee of Teach For America. For the avoidance of doubt, in the event School District is an "at-will" employer nothing in this Agreement shall be construed to grant additional employment rights to individual Teachers.
- ii. Nothing in this Agreement shall be construed to permit Teach For America to interfere in the employment relationship between School District and an employed Teacher.
- iii. Nothing in this Agreement shall be construed to permit Teach For America to function as the representative of any Teacher absent the express agreement among the parties and the Teacher that Teach For America may operate in such capacity in a particular circumstance.
- iv. Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any individual Teacher.
- v. Nothing in this Agreement shall be construed to make Teach For America a party to any employment agreement between the School District and the Teacher.
- vi. Nothing in this Agreement shall be construed to imply that any Teacher employed by the School District as described in this Agreement is an agent of Teach For America or has any right or authority to create or assume any obligation of any kind, express or implied, on behalf of Teach For America or bind Teach For America in any respect whatsoever.
- vii. Subject to its obligations under either pre-existing labor agreements, applicable municipal and state laws and regulations, and/or its policies and procedures, School District acknowledges that there is an expectation that Teacher(s) shall be employed for two years, provided that the Teacher remains an employee in good standing.
- viii. Notwithstanding the foregoing, School District may continue to employ individual Teacher(s) beyond the two-year commitment by mutual agreement between School District and such Teacher(s).

B. Compensation of Teachers. School District shall provide to every Teacher employed by School District pursuant to this Agreement the same salary and benefits (including, as applicable, health, dental, vision and retirement) as are provided to other teachers employed by School District who are similarly situated from the standpoint of certification status, seniority and any other factors routinely used by School District in

making such decisions. Notwithstanding the above, Teach For America acknowledges it exercises no control of the salary and benefits offered to Teachers per this Agreement.

- C. Reductions in Force. Subject to its obligations under pre-existing labor agreements and applicable municipal and state laws and regulations, School District shall use reasonable efforts not to terminate any employed Teacher from his/her teaching position in the event of a reduction in force (RIF), layoffs, "leveling" or other elimination or consolidation of teaching positions within School District. School District shall treat any Teacher employed in connection with this Agreement whose teaching position is eliminated at least as favorably as other teachers with the same job classification, certification status, and/or seniority rights. For the avoidance of doubt, this obligation is limited and controlled by any obligations that the School District has under any pre-existing collective bargaining agreements and applicable municipal and state laws and regulations.

#### Teach For America Responsibilities

A. Professional Development and On-Line Data Storage Services.

- i. During the course of the academic year, Teach For America shall provide on behalf of School District various professional development services and activities for participating Teachers as well as on-line data storage services (the "Professional Development and Data Storage Services"). These services may include periodic classroom observations by regional program staff, videotaping of instruction with review of instructional technique, co-investigative discussions to facilitate Teacher capacity for self-reflection and evaluation of instructional practice using student achievement data, and content area/grade-level workshops facilitated by veteran teachers. In addition, Teach For America shall facilitate Teacher access to an assortment of resources including sample lesson plans, assessments, grade tracking systems, and content area/grade level instructional materials. These professional development services will be available to all Teachers during their first two years in the classroom. To facilitate provision of these professional development services, Teach For America may provide on-line data storage services, including transfer and storage of identifiable student information on Teach For America's proprietary software and servers.
- ii. To facilitate provision of the Professional Development and Data Storage Services, School District may disclose to Teach For America student-related records and personally identifiable information contained in such records (collectively, "Student Records"). Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time ("FERPA"), School District hereby acknowledges that, in the course of providing the Professional Development and Data Storage Services, Teach For America is a school official with legitimate educational interests in the Student Records disclosed to Teach For America, pursuant to 34 CFR §99.31(a)(1).
- iii. Teach For America agrees to use, maintain, and redisclose Student Records only in accordance with the requirements of FERPA. Without limiting the foregoing, Teach For America agrees that it shall not maintain, use, disclose, or allow access to Student Records except as permitted by this Agreement or as otherwise



authorized by the School District or by law, and will use Student Records disclosed by the School District only for the purposes for which such disclosure was made.

- iv. School District acknowledges that Teach For America may re-disclose Student Records to third parties pursuant to Teach For America's provision of the Professional Development and Data Storage Services, as provided in 34 C.F.R. § 99.33(b), provided that Teach For America shall, in advance, provide to School District the names of such parties and a brief description of such parties' legitimate educational interest in receiving such information.
- v. Pursuant to 34 CFR § 99.7(a)(3)(iii), School District shall include, in its annual notification of rights under FERPA, criteria that qualify Teach For America, in its capacity as a provider of professional development and data storage services, as a school official with a legitimate educational interest.

**B. Credentialing Services.**

- i. Teach For America shall facilitate the enrollment of individual Teachers in an alternative certification/licensure program that will enable the individual Teacher to obtain appropriate credentials to be a classroom teacher of record.
- ii. Individual Teachers are responsible for completing all credential requirements, including required coursework through an alternative licensure program.
- iii. Teach For America shall not be responsible for, and shall not be in breach of any provision of this Agreement, in the event of any failure by an individual Teacher to fulfill his/her obligations to maintain his/her teaching credentials.

**III. GENERAL PROVISIONS**

**A. Fees-for-Service.**

- i. School District shall pay Teach For America an annual fee for each Teacher employed under this Agreement to defray expenses Teach For America incurred in recruiting, selecting, providing pre-service training and continuing professional development services to the Teachers employed by School District under this agreement. School District agrees that all payments for fees shall be in the form of check delivered to Teach For America or wire transfer to an account designated by Teach For America in writing.
- ii. With respect to each Teacher whose employment by School District commenced in the 2012 academic year, School District shall pay Teach For America an annual amount of \$2000 for the 2013 – 2014 academic year (as specified in section III D).
- iii. With respect to each Teacher whose employment by School District commenced in the 2013 academic year, School District shall pay Teach For America an annual amount of \$2000 for the 2013 – 2014 academic year (as specified in section III D).

- B. Non-refund. Teach For America shall have no obligation to refund to School District any amount paid by School District in respect of any Teacher for any reason whatsoever. For the avoidance of doubt, School District will be invoiced fees for each of the individual Teacher(s) initially employed by the School District.
- C. Invoicing. Teach For America will invoice School District for all amounts due hereunder within 15 days upon execution of this contract, provided that Teach For America's failure to timely do so, will not constitute a waiver of any of Teach For America's rights hereunder or constitute a breach by Teach For America of this Agreement.
- D. Term. The term of this Agreement will cover the 2013 cohort of Teachers for the 2013 - 2014 academic year. This Agreement will expire on June 13, 2014 and all provisions applicable to each listed cohort of Teachers will remain in effect through the conclusion of the 2013 - 2014 academic year and may be renewed at the end of the term on the same or substantial similar terms by mutual agreement of the parties.
- E. Termination. This Agreement may be terminated as follows:
- i. at any time by mutual written agreement of the Parties;
  - ii. by either Party, upon thirty (30) days' prior written notice to the other Party, provided that the terminating Party provides that notice no later than 120 days prior to the end of the current academic year; or
  - iii. by either Party upon written notice to the other Party in the event of a material breach of this Agreement that is incapable of being cured or, if capable of being cured, is not cured within thirty (30) days following receipt by the breaching Party of written notice of such breach from the non-breaching Party.
- F. Effect of Termination. Except as otherwise specifically provided, if this Agreement expires or is terminated by either party, it shall become void and of no effect without liability of any party (or any of its directors, officers, employees, agents, representatives or advisors) to the other parties; provided that no such expiration or termination shall relieve any party of any liability incurred by such party under this Agreement prior to such termination. In the event that this Agreement expires or is terminated by either party, Sections II.B. and II.C. shall survive and will remain in effect until such time as there are no Teachers in their second year of employment in School District. Sections III.F., III.G., III.H., and III.I. shall survive the expiration or termination of this Agreement indefinitely. Additionally, Teach For America will be entitled to all outstanding amounts due up to the date of expiration or termination.
- G. No Warranty. School District hereby agrees and acknowledges that Teach For America does not make and has not made any representation and warranty (express or implied) as to the fitness of any Teacher presented or provided by Teach For America and School District shall indemnify and hold harmless the TFA Indemnities (as defined below in Section III.H) from and against any Losses (also defined below in Section III.H) resulting from any claim related to the services provided by Teach For America, including, but not limited to, claims that any Teacher presented or provided



by Teach For America was unfit for the position for which he or she was hired by School District.

H. Mutual Indemnification.

- i. To the extent permitted by applicable state laws and regulations, School District shall indemnify and hold harmless Teach For America and its officers, directors, employees and agents (the "TFA Indemnitees") from and against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees) ("Losses") to which such TFA Indemnitee may become subject arising out of the provision by Teach For America to School District of services hereunder (including without limitation the designation of Teachers), except to the extent such Losses result from the willful misconduct or gross negligence of such TFA Indemnitee.
- ii. Teach For America shall indemnify and hold harmless the School District and its officers, directors, employees and agents (the "School District Indemnitees") from and against any and all Losses to which such School District Indemnitee may become subject arising out of a breach of this Agreement by Teach For America to School District of services hereunder, except to the extent such Losses result from the willful misconduct or gross negligence of such School District Indemnitee.

I. Limitation of Liability. Neither Teach For America nor any of its officers, directors, employees or agents shall be liable to School District or any individual Partner School of School District for any Loss incurred by School District or such individual Partner School (as defined in I.A.v) in connection with the matters to which this Agreement relates, except for a loss resulting from willful misconduct or gross negligence on the part of Teach For America; provided that in no event shall Teach For America and its officers, directors, employees and agents have any liability to School District or any such individual Partner School in connection with the matters to which this Agreement relates in excess of the aggregate amount of payments made to Teach For America by School District pursuant to this Agreement or in connection with any Loss of which School District is primarily culpable.

J. Surveys. School District acknowledges that Teach For America may survey individual constituents, teachers, etc. at the partner school sites regarding its programming and professional development of Teachers in the classroom.

K. Amendment/Modification. No amendment or modification of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and signed by each party.

L. Non-Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either party without the prior written consent of the other party, and any such assignment that is not consented to shall be null and void.

M. Counterparts. This Agreement may be executed in counterparts (including by electronic transmission), each of which shall be deemed an original copy of this

Agreement, and which, taken together, shall be deemed to constitute one and the same agreement.

- N. Construction. The headings of Sections contained in this Agreement are for convenience only, and they do not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the Sections of this Agreement. Any reference in this Agreement to gender includes all genders. Further, except where expressly specified to the contrary, the words "include," "including," and "such as" in this Agreement should be read to mean "include without limitation."
- O. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of California.
- P. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section III.O., then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.
- Q. Notices. Any notice, demand, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered to the address of such Party as set forth below:

If to Teach For America:

Tracy-Elizabeth Clay, Esq.  
General Counsel  
300 W. Adams St., Ste. 1000  
Chicago, IL 60606

If to School District:

Brigitte Marshall, Associate Superintendent  
1000 Broadway, Suite 295  
Oakland, CA 94612



IN WITNESS WHEREOF, each of School District and Teach For America has caused its duly authorized representative to sign this Agreement in the space provided below.

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Oakland Unified School District

By David Kakishiba 4-10-14  
Name: David Kakishiba  
Title: President, Board of Education

Date: G.S.D. Yee 4-10-14

Gary Yee, Ed.D.  
Secretary, Board of Education

TEACH FOR AMERICA, INC.

By Eric Scroggins  
Name: Eric Scroggins  
Title: Executive Director  
Date:

OAKLAND UNIFIED SCHOOL DISTRICT  
APPROVED  
by: [Signature]  
[Signature] Attorney at Law

**APPENDIX A**

<b>Certification (subject) Area</b>	<b>Grade Level</b>	<b>Agreed Number of Teachers</b>	<b>Academic Years of Employment</b>
Multiple Subject Bilingual Math Science Social Science ELA Special Education	Elementary, Middle, High	79	2013-2014

Fees shall be determined by the actual number of Teachers hired under this Agreement.

- i. Each cohort of Teachers employed pursuant to this clause is in addition to Teachers from prior cohorts employed by the School District and who are returning for their second year of employment.
- ii. If Teach For America provides School District with a number of Teachers that is lower than the Agreed Number, the number of Teacher candidates provided will constitute the Agreed Number for purposes of determining any fees that the School District owes Teach For America.
- iii. In the event that Teach For America supplies the School District with any Teachers above the Agreed Number, School District agrees to pay the agreed upon fees for the additional Teachers.



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2013-2014

## 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 meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
4. 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 type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input type="checkbox"/> For All Consultants: Results page of the Excluded Party List ( <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a> )
	<input type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input 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) [jeff.dillon@ousd.k12.ca.us](mailto:jeff.dillon@ousd.k12.ca.us)

## Contractor Information

Contractor Name	Teach for America	Agency's Contact	Tracy Session
OUSD Vendor ID #	V054435	Title	Senior Managing Director-Partner
Street Address	22 4th Street, 7th Floor	City	San Francisco
Telephone	(415) 659-0800	State	CA
		Zip	94103
Email (required)	Tracy.Session@teachforamerica.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	07/01/2013	Date work will end	06/30/2014	Other Expenses	\$
Pay Rate Per Hour (required)	\$	Number of Hours (required)			

## Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
4035	Title II	9441110705	5825	\$ 125,000.00
			5825	\$
			5825	\$
<b>Requisition No. (required)</b>			<b>Total Contract Amount</b>	
			\$ 125,000.00	

## 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.sam.gov/portal/public/SAM/>)

1.	<b>Administrator / Manager (Originator)</b>	Name	Jeff Dillon	Phone	(415) 845-6787
	Site / Department	944	Fax	(510) 879-0228	
	Signature	<i>Jeff Dillon</i>		Date Approved	3-25-14
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>Susan Rios</i>		Date Approved	4-1-14
	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	
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
	Signature			Date Approved	
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal</b>	Required if not using standard contract	Approved	<i>Jeff Dillon</i>		Date
<b>Procurement</b>	Date Received		PO Number	3/24/14	





# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2013-2014

## Basic Directions

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

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

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

### Attachment Checklist

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

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

## Contractor Information

Contractor Name	Teach for America	Agency's Contact	Tracy Session		
OUSD Vendor ID #	V054435	Title	Senior Managing Director-Partner		
Street Address	22 4th Street, 7th Floor	City	San Francisco	State	CA Zip 94103
Telephone	(415) 659-0800	Email (required)	Tracy.Session@teachforamerica.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	07/01/2013	Date work will end	06/30/2014	Other Expenses	\$
Pay Rate Per Hour (required)	\$	Number of Hours (required)			

## Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
4035	Title II	9441110705	5825	\$ 125,000.00
			5825	\$
			5825	\$
<b>Requisition No. (required)</b>			<b>Total Contract Amount</b>	
			\$ 0.00	

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

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

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

1.	<b>Administrator / Manager (Originator)</b>		Name	Jeff Dillon	Phone	(415) 845-6787
	Site / Department		944	Fax	(510) 879-0228	
	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"/> 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		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		Date Approved			
	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
	Signature		Date Approved			
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			

