

Board Office Use: Legislative File Info.	
File ID Number	13-1503
Introduction Date	6/12/13
Enactment Number	13-1011
Enactment Date	6/12/13



OAKLAND UNIFIED
SCHOOL DISTRICT

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) _____

Subject Professional Services Contract -
 Citizen Schools Boston MA (contractor, City State)
 Elmhurst Community Prep- 221 (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and Citizen Schools. Services to be primarily provided to Elmhurst Community Prep- 221 for the period of 8-1-2012 through 06/30/2013.

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

Citizen Schools is the premier national non-profit that extends learning time (ELT) for low-income middle school students. The ELT program will expand the school day by 12 hours/week, providing multi-faceted enrichment opportunities, extensive academic support, and the further realization of OUSD's Full Service Community School Model. Citizen Schools will additionally bolster the school's academic intervention program, both during the traditional school year and the summer, effectively reducing class sizes and teacher-to-student ratio. Over the past two years, CS has been a key partner in ECP's transformation work, contributing to ECP's increased options demand and increased enrollment.

Discussion
 One paragraph summary of the scope of work.

A contract for services between OUSD and Citizen Schools Boston, MA, for the latter to provide: the ELT program will provide a safe structured program for middle school students to spend 12 additional hours per week at school. The core elements of the program will include: daily academic support focused on academic language and literacy, homework support across content areas, and two college and career aligned apprenticeships per semester. These apprenticeships feature professional and community volunteers providing instruction in STEM, literacy, and the performing arts. All apprenticeships include at least one exploration or field trip. Through the period of 02/01/13 through 06/30/13 in an amount Not to Exceed \$545,000.

Recommendation Approval of professional services contract between Oakland Unified School District and Citizen Schools. Services to be primarily provided to Elmhurst Community Prep- 221 for the period of 8-1-2012 through 06/30/2013.

Fiscal Impact Funding resource name (please spell out) SIG-Instr
 SIG-Trans Instr not to exceed \$ 545,000.00

- 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 Citizen Schools (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 8-1-2012 or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Five Hundred Forty Five Thousand Dollars (\$ 545,000.00). 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.

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: none. which shall not exceed a total cost of \$ 0.00.
- CONTRACTOR Qualifications / Performance of Services.**

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

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

- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

**Professional Services Contract
OUSD Representative:**

Name: Kilian Betlach
Site /Dept.: Elmhurst Community Prep- 221
Address: 1800 98th Avenue
Oakland, CA 94603
Phone: 639-2888

CONTRACTOR:

Name: Kathryn Rothschild
Title: Acting Executive Director
Address: 308 Congress Street
Boston MA 02210
Phone: (510) 842-3461

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

8. Invoicing

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

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

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

10. Insurance:

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

Check one of the boxes below:

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

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

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

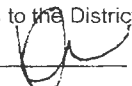
OR

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

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

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all 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: 
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

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

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

Summary of terms and compensation:

Anticipated start date: 8-1-2012 Work shall be completed by: 06/30/2013 Total Fee: \$ 545,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

[Signature]
Secretary, Board of Education

6/13/13
Date

6/13/13
Date

CONTRACTOR

[Signature]
Contractor Signature

Kathryn Rothschild
Print Name, Title

5/6/13
Date

Acting Executive Director

File ID Number: 131303
 Introduction Date: 6/12/13
 Enactment Number: 13-1011
 Enactment Date: 6/12/13
 By: [Signature]

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

A contract for services between OUSD and Citizen Schools Boston, MA, for the latter to provide: the ELT program will provide a safe structured program for middle school students to spend 12 additional hours per week at school. The core elements of the program will include: daily academic support focused on academic language and literacy, homework support across content areas, and two college and career aligned apprenticeships per semester. These apprenticeships feature professional and community volunteers providing instruction in STEM, literacy, and the performing arts. All apprenticeships include at least one exploration or field trip. Through the period of ~~8-1-12~~ through 06/30/13 in an amount Not to Exceed \$545,000.

SCOPE OF WORK

Citizen Schools will provide a maximum of 27,250.0 hours of services at a rate of \$ 20.00 per hour for a total not to exceed \$545,000.00. Services are anticipated to begin on 8-1-2012 and end on 06/30/2013.

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

1) Citizen Schools will extend the school day at Elmhurst Community Prep by a minimum of 12 hours per week. The program structure will include substantial homework support, time in online learning lab, and college and career aligned apprenticeships. These apprenticeships will be taught by community members and volunteers from large corporate partners such as Cisco, Google, and Stanford Medical School.

2) Citizen Schools staff will partner with ECP core staff in the intervention program. With credentialed teachers, they will provide small group instruction, monitor online/ blended learning, and seek to improve the effectiveness of the intervention program.

3) Citizen Schools staff will work in partnership with ECP core staff in providing summer programming. Citizen Schools staff will work with ECP teachers to create small learning groups and monitor online/ blended learning. They will also participate in the Summer Bridge Program, supporting rising 6th graders in their transition to middle school.

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.

1) 100% of students will demonstrate increased rates of homework completion and homework quality.

2) 100% of students will be able to identify a career of interest and articulate-- through oral presentation and written essay-- the path toward that career, including specific preparatory college and universities.

3) Overall school attendance will improve by .5% to 1% to over 96%.

4) Students' ability to identify a caring adult will improve 10-20% on CHKS.

5) Because of the increased tutoring opportunities, students achieving at the FBB level will reduce by 10%.

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input 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: 42
- 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.
-

More Time, Used Well

After 15 years of after-school innovation, Citizen Schools is forming deep partnerships with middle schools to expand the learning day for all students—to close the achievement gap by closing the opportunity gap.

American schools need change. And better teaching and more time for learning must be at the center of that change. But educators and policy makers don't yet know how to take advantage of a longer day to accelerate great teaching, and as a result, many efforts to expand the public school day have only provided more of what didn't work in the normal day and have yielded meager results.

Citizen Schools has developed and tested a strategy for accelerating student learning and transforming struggling public schools. We add 30% more learning time, infuse more relevant learning activities and higher expectations for our students, and engage a "second shift" of educators to connect current learning with future college and career opportunities.

Now Citizen Schools is scaling its Expanded Learning Time (ELT) model to 25 persistently failing middle schools by 2012 in partnership with 10 rural and urban school districts and public and private funders.

These ELT pilots will demonstrate how ELT done right can improve and turn around struggling schools. And we will provide the support and relationships that are essential to lift graduation rates — bringing aspiring young educators and committed volunteers, especially scientists and engineers, into schools.



COMPONENTS OF CITIZEN SCHOOLS ELT PARTNERSHIPS

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Transition around 3pm	SHAW AND CIRCLE	ELT	ELT	ELT	
	ACADEMIC SUPPORT	ACADEMIC SUPPORT	ACADEMIC SUPPORT	ACADEMIC SUPPORT	
Dismissal around 6pm	COLLEGE TO CAREER CONNECTIONS	APPRENTICESHIPS	EXPLORATIONS	APPRENTICESHIPS	

The Citizen Schools ELT program based on accepted educational principles and Citizen Schools' proven model. ELT principles include:

- 30% more learning time, about 400 more hours per year
- Include the whole school, or a large portion (such as a whole grade level), in the expanded day
- Focus on middle school transition years
- Engage talented outside educators to complement traditional instruction
- Connect school day learning to real-world application through
- Include small-group academic coaching that is aligned with and supports the core academic subjects
- Engage parents and community volunteers and partners

"We can no longer afford an academic calendar designed when America was a nation of farmers who needed their children at home plowing the land at the end of each day. That is no way to prepare them for a 21st century economy. That is why I'm calling for us not only to expand effective after-school programs, but to rethink the school day to incorporate more time."

PRESIDENT BARACK OBAMA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/15/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER B R Alexander 50 Congress Street Suite 530 Boston MA 02109	CONTACT NAME: Patricia Gorman	
	PHONE (A/C No. Ext): (617) 720-6333 FAX (A/C No.): (617) 723-7475 E-MAIL ADDRESS: pgorman@bralexander.com	
INSURED Citizen Schools, Inc. Attn: Chaci Ciano 308 Congress Street, 5th Fl Boston MA 02210	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Insurance Company	
	INSURER B: Hanover Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL127500211 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK888750	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK888750	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		PHUB388662 (Follow Form)	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	WHN595635803 (Multi State)	7/1/2012	7/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime Coverage			PHPK888750	7/1/2012	7/1/2013	Employee Dishonesty @ \$250,000 With \$1,500 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Oakland Unified School District is included as an Additional Insured as respects General Liability coverage shown above.

CERTIFICATE HOLDER Oakland Unified School District Attn: Risk Management 1025 2nd Avenue Oakland, CA 94606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Patricia Gorman/PAG <i>Patricia Gorman</i>
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Search Results

Current Search Terms: citizen* schools*

Your search for "Citizen* Schools*" returned the following results...

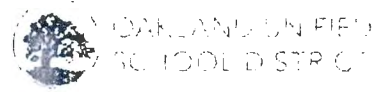
Entity	CITIZENSCHOOLS, INC.	Status: Active
DUNS: 947519492	CAGE Code: 4RA74	View Details
Has Active Exclusion?: No	DoDAAC:	

SAM | System for Award Management 1.0

IBM v1.863.20130412-1616

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





EXPANDED LEARNING TIME PROGRAM AGREEMENT

This Expanded Learning Time Program Agreement ("Agreement"), effective as of this 1st day of August, 2012 ("Effective Date") is between Citizen Schools, Inc., a Massachusetts corporation with its principal place of business at 308 Congress Street, 5th Floor, Boston, MA 02210 ("Citizen Schools") and the Oakland Unified School District ("Collaborator"). The Agreement between the Parties includes this Agreement and an Addendum which is attached hereto and incorporated by reference herein.

Introduction

Citizen Schools is a national nonprofit provider of an expanded learning time program (the "ELT Program").

Citizen Schools and Collaborator desire to work together to implement the ELT Program for middle school students at the Elmhurst Community Prep and United for Success Academy middle schools (each a "School," collectively, the "Schools").

Citizen Schools and Collaborator desire to enter into this Agreement to define the parties' obligations with respect to the implementation of the ELT Program for students at the School(s).

1. ELT Program.

Citizen Schools and Collaborator shall work together to implement the middle school ELT Program in accordance with one or more mutually agreed upon binding Memoranda of Understanding (each an "MOU," collectively, "MOUs") to be entered into between the parties to define the parties' respective obligations with respect to the implementation of the ELT Program. Citizen Schools shall have no obligation to perform any services under this Agreement until the applicable MOU has been executed by all parties.

2. Warranty Disclaimer

THE ELT PROGRAM AND ANY OTHER SERVICES AND MATERIALS PROVIDED BY CITIZEN SCHOOLS UNDER THIS AGREEMENT ARE PROVIDED AS IS. CITIZEN SCHOOLS MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE ELT PROGRAM OR ANY SERVICES OR MATERIALS PROVIDED BY CITIZEN SCHOOLS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.)

3. Limitation of Liability

EXCEPT IN CONNECTION WITH THE INDEMNITY OBLIGATIONS SET FORTH IN SECTION 4, BELOW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES, ARISING OUT OF THIS AGREEMENT, EVEN IF REASONABLY

FORESEEABLE OR SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

IN NO EVENT SHALL CITIZEN SCHOOLS' AGGREGATE LIABILITY UNDER THIS AGREEMENT OR FOR ANY MATTER OR CAUSE OF ACTION ARISING IN CONNECTION HERewith EXCEED THE TOTAL AMOUNTS PAID TO CITIZEN SCHOOLS UNDER THIS AGREEMENT.

4. Indemnity

4.1 Subject to Section 4.3, Collaborator agrees to indemnify, defend and hold harmless Citizen Schools and its officers, directors, employees, and agents from and against any and all third party claims, demands, costs, damages, settlements and liabilities (including all reasonable attorneys' fees and court costs) of any kind whatsoever, arising from (i) Collaborator's breach of its obligations under this Agreement; (ii) Collaborator's (or the School's) breach of its obligations under the MOUs; and/or (iii) the negligence or intentional misconduct of Collaborator or the School.

4.2 Subject to Section 4.3, Citizen Schools agrees to indemnify, defend and hold harmless Collaborator and its officers, directors, employees, and agents from and against any and all third party claims, demands, costs, damages, settlements and liabilities (including all reasonable attorneys' fees and court costs) of any kind whatsoever, arising from (i) Citizen Schools' breach of its obligations under this Agreement and/or the MOUs and/or (ii) the negligence or intentional misconduct Citizen School.

4.3 The indemnified party shall provide prompt written notice of the claim to the indemnifying party and the indemnifying party shall have sole control over the defense and settlement of the claim.

5. Payment.

Collaborator agrees to reimburse Citizen Schools in the amount of \$810,000 due in 3 equal installments of \$270,000 each per of program administration.

Citizen Schools will invoice Collaborator for reimbursements. Invoices will be sent in December, March and June during each year of program administration. Payment will be due 15 days after receipt of invoice.

Failure to remit payment within 30 days of invoice may result in suspension or termination of partnership. If the agreement and program are terminated prior to the program's stated conclusion, the end of 30 weeks and the end of the academic year, Collaborator will pay Citizen Schools a prorated amount commensurate with the service it has provided during the during the time period outstanding.

6. Term and Termination

This Agreement shall commence on the Effective Date and continue for three years unless earlier terminated as provided for in paragraph below. Thereafter, the Agreement may be renewed for successive 12-36 month periods (each a "Renewal Term") if the parties so agree in writing prior to the expiration of the then-current term.

Termination. Either party may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to the other party. OUSD shall compensate Citizen Schools for services satisfactorily provided through the date of termination.

Upon expiration or termination of the Agreement for any reason, all rights and obligations of the parties hereunder shall cease, except that Sections 2, 3, 4, 5, 6, 7 and 8 shall survive termination.

7. Measurement and Evaluation

Collaborator will provide Citizen School with access to the following information for evaluation purposes, in accordance with district and state privacy guidelines: school attendance, suspension/expulsion, grade promotion, grade data, standardized test scores, course selection and high school matriculation data. Citizen Schools will work with Collaborator to access the aforementioned evaluation data with parental consent and Collaborator and/or School permission and maintain prudent confidentiality.

8. General

8.1. Relationship of Parties. The parties shall be deemed independent contractors for all purposes hereunder.

This Agreement does not constitute a partnership, joint venture or agency between the parties hereto, nor shall either of the parties hold itself out as such contrary to the terms hereof by advertising or otherwise nor shall either of the parties become bound or become liable because of any representation, action, or omission of the other. Neither party is an agent of the other party and has no authority to represent the other party as to any matters.

8.2. Notices. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered or deposited in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party at the address shown above, or at such other address or addresses as either party shall designate to the other in accordance with this Section. All notices shall be effective upon receipt.

8.3. Entire Agreement. This Agreement, together with the MOU(s) described in Section 1, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

8.4. Amendment. This Agreement may be amended or modified only by a written instrument executed by both parties.

8.5. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of California.

8.6. Successors and Assigns. Collaborator may not assign or transfer this Agreement in whole or in part, nor any of the rights hereunder, without the prior written consent of Citizen Schools.

8.7. Waiver. No delay or omission by a party in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by a party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

8.8. Severability. In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

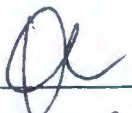
8.9. Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, fire, embargo, riot, sabotage, or failure of third party power or telecommunications networks.

8.10. Compliance with Laws. Each party agrees that it shall comply with all applicable laws in connection with its performance under this Agreement.

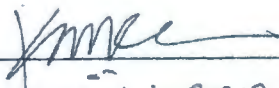
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

CITIZEN SCHOOLS, INC.

OAKLAND UNIFIED SCHOOL DISTRICT



By: Kurt Rogers
Title: CFO
Date: 5/16/13



By: Kimi Kean
Title: Region Exec. Officer
Date: 5-15-13

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CITIZEN SCHOOLS, INC.

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____

Title:

Date:

By: 

Title: *Region Exec. Officer*

Date: *5-15-13*

**ADDENDUM
EXPANDED LEARNING TIME PROGRAM AGREEMENT**

A. Conduct of Citizen Schools. Citizen Schools will adhere to the following requirements:

1. Tuberculosis Screening

- 2. Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Citizen Schools services under this Agreement and Citizen Schools certifies its compliance with these provisions as follows: "Citizen Schools certifies that Citizen Schools has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Citizen Schools 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 Citizen Schools, 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. Citizen Schools further certifies that it has received and reviewed fingerprint results for each of its Employees and Citizen Schools 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.

B. 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 Citizen Schools 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 Citizen Schools agrees to require like compliance by all its subcontractor(s). Citizen Schools 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.

C. 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.

D. 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:

OUSD Representative:

Name: Kimi Kean
Site / Dept.: Region 3 spec. ed. dir
Address: Oakland, CA
Phone:
Email: kimikean@ousd.k12.ca.us

Citizen Schools:

Name: [Signature]
Title: CFO
Address: 306 CONGRESS ST
BOSTON MA 02210
Phone:
Email: KATH.ROBERTS@CITIZENSCHOOLS.ORG

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. Citizen Schools 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.

This is not an employment contract. Citizen Schools, in the performance of this Agreement, shall be and act as an independent contractor. Citizen Schools 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. Citizen Schools 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 Citizen Schools employees. In the performance of the work herein contemplated, Citizen Schools 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.

E. Insurance:

1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
 - i. If Citizen Schools employs any person to perform work in connection with this Agreement, Citizen Schools 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.

OUSD Representative:

Name: Kimi Kean
Site / Dept.: Region 3 after school
Address: Oakland, CA
Phone: _____
Email: kimi.kean@onsd.k12.ca.us

Citizen Schools:

Name: _____
Title: _____
Address: _____
Phone: _____
Email: _____

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. Citizen Schools 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.

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Check one of the boxes below:

- Citizen Schools 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.
 - Citizen Schools does not employ anyone in the manner subject to the workers' compensation laws of California.
- ii. Citizen Schools 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 Citizen Schools. The policy shall protect Citizen Schools 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.

F. Assignment: The obligations of Citizen Schools under this Agreement shall not be assigned by Citizen Schools without the express prior written consent of OUSD.

G. 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.

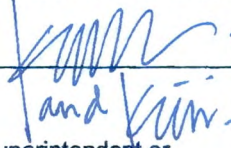
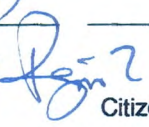


H. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

I. **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.

OAKLAND UNIFIED SCHOOL DISTRICT

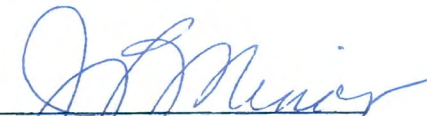
Citizen Schools

 <i>Region 3 5.15.13</i> <hr/> Superintendent or Designee	 <hr/> Citizen Schools Signature
--	--

President, Board of Education

Secretary, Board of Education

Approved as to Form



Jacqueline P. Minor
 General Counsel

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

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

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

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

- 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.epls.gov/epls/search.do>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
- For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

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

Contractor Information

Contractor Name	Citizen Schools	Agency's Contact	Kathryn Rothschild		
OUSD Vendor ID #	V058519	Title	Acting Executive Director		
Street Address	308 Congress Street	City	Boston	State	MA Zip 02210
Telephone	(510) 842-3461	Email (required)	katiebrown@citizenschools.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	02/01/2013	Date work will end	06/30/2013	Other Expenses	\$ 0.00
Pay Rate Per Hour (required)	\$ 20.00	Number of Hours (required)	27,250.00		

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
3180	SIG-Instr	2213180101	5825	\$ 230,000.00
3181	SIG-Trans Instr	2213181101	5825	\$ 315,000.00
			5825	\$
Requisition No. (required) R0314801			Total Contract Amount	
			\$ 545,000.00	

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.	Administrator / Manager (Originator)		Name	Kilian Betlach	Phone	639-2888
	Site / Department		Elmhurst Community Prep- 221		Fax	639-2891
	Signature				Date Approved	4-22-13
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 (SPSA)					
	Signature				Date Approved	5-23-13
3.	Regional Executive Officer					
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
Signature				Date Approved	5-27-13	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations					Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000
	Signature				Date Approved	
5.	Superintendent, Board of Education <i>Signature on the legal contract</i>					
Legal Required if not using standard contract		Approved		Denied - Reason		Date
Procurement	Date Received			PO Number		