

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	17-2257
Introduction Date	11/8/17
Enactment Number	17-1661
Enactment Date	11-8-17



**OAKLAND UNIFIED SCHOOL DISTRICT**  
Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent

**Board Meeting Date**  
(To be completed by Procurement) 11-8-17

**Subject** Professional Services Contract - WestEd  
- 922/Community Schools and Student Services Department (site/department)

**Action Requested** Approval of professional services contract between Oakland Unified School District and WestEd. Services to be primarily provided to 922/Community Schools and Student Services Department for the period of 11/1/2017 through 6/30/18.

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

Longitudinal data from OUSD Programs for Exceptional Children indicates that African American children are over identified for Emotional Disturbance (ED). It also confirms that students receiving this label remain in highly restrictive settings within Special Education throughout their secondary education years, often dropping out or otherwise failing to graduate from high school. The Teaching Pyramid is an evidence-based early childhood MTSS framework for Positive Behavioral Intervention and Support, that has been shown to reduce disproportionality by preventing challenging behavior in early childhood from becoming a barrier to learning and achievement.

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

Approval by the Board of Education of a Professional Services Contract between the District and WestEd, San Francisco, CA, for the latter to facilitate the development of effective multi-tiered systems of support in our early childhood centers, West Ed will provide technical assistance in classroom behavior management and positive social culture focusing on building effective systems that prevent most behavioral problems before they occur. Classroom preventative strategies embedded within the Teaching Pyramid model enable students to develop social emotional skills that foster peer relationships, self-management, and conflict resolution. These skills are critical for students who are most at-risk because the demands of their environment overshadow their social and emotional skills. Implementing the Teaching Pyramid will support our early childhood teachers with the tools needed to infuse effective behavioral supports into academic instruction and prevent the over-identification of African American students for emotional disturbance for the period of November 1, 2017 through June 30, 2018, in an amount not to exceed \$57,750.00.

**Recommendation** Approval of professional services contract between Oakland Unified School District and WestEd. Services to be primarily provided to 922/Community Schools and Student Services Department for the period of 11/1/2017 through 6/30/18.

**Fiscal Impact** Funding resource name (please spell out) 3318/IDEA Part B  
not to exceed \$ 57,750.00

**Attachments**

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



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

**Legislative File ID No.** 17-2257

**Department:** 922/Community Schools and Student Services Department

**Vendor Name:** WestEd

**Contract Term:** Start Date: 11/1/2017 End Date: 6/30/18

**Annual Cost:** \$ 57,750.00

**Approved by:** Barbara McClung

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

Longitudinal data from OUSD Programs for Exceptional Children indicates that African American children are over identified for Emotional Disturbance (ED). It also confirms that students receiving this label remain in highly restrictive settings within Special Education throughout their secondary education years, often dropping out or otherwise failing to graduate from high school. The Teaching Pyramid is an evidence-based early childhood MTSS framework for Positive Behavioral Intervention and Support, that has been shown to reduce disproportionality by preventing challenging behavior in early childhood from becoming a barrier to learning and achievement.

**Summarize the services this Vendor will be providing.**

Consultant will provide comprehensive professional development for teachers and assistants who are new to the district as well as for technical assistance to ensure sustainability for the Teaching Pyramid within OUSD. Per this proposal, West Ed will build the CA CSEFEL Teaching Pyramid into program structures to sustain the program over a period of years, and to provide on-going, in-class supports and mini-trainings to help teachers continue to deepen their practice and provide high quality services to children and families. Services provide include: Teacher Professional Development, Technical Assistance/Coaching including Classroom Behavior Support, Teaching Pyramid Leadership Team Development, and Capacity Building PD for implementing staff.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

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

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**OAKLAND UNIFIED SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

**PROFESSIONAL SERVICES CONTRACT 2017-2018**

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

- Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** The term of this agreement shall be 11/1/2017 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below ~~\$88,300.00~~ in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed ~~\$88,300.00~~, whichever is later) to 6/30/18. The work shall be completed no later than 6/30/17.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Fifty Seven Thousand, Seven Hundred and Fifty Dollars \$57,750.00 [per fiscal year], at an hourly billing rate not to exceed \_\_\_\_\_ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: \_\_\_\_\_, which shall not exceed a total cost of \_\_\_\_\_.

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

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

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

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

**CONTRACTOR:**

Name: Barbara McClung

Name: West-Ed/Virgilio F. Tinio, Jr.

Site /Dept.: 922/Community Schools & Student Services Dept.

Title: Contracts Manager

Address: 1000 Broadway, Suite 150  
Oakland CA 94607

Address: 730 Harrison Street  
San Francisco CA 94107

Phone: (510) 879-3694

Phone: 415-615-3294

Email: Barbara.McClung@ousd.org

Email: vtinio@wested.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.

8. **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.

9. **Insurance:**

1. 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 at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, 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 from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, 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, 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, sexual orientation, or other legally protected class.

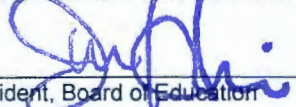
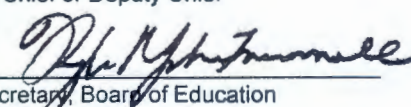
13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
14. **Indemnification:** To the extent permitted by law, 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 Contractor's 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. Contractor shall not defend, indemnify, or hold harmless OUSD, its elective board, officers, agents, and employees from and against any actions, claims, or proceedings arising out of the sole direct or indirect conduct of OUSD, its elective board, officers, agents, and employees. This provision survives termination of this Agreement.
15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all new 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 as the author of the matters, in conjunction with the 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 newly produced 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. Notwithstanding the foregoing, any and all pre-existing matters used in the performance of this Agreement shall remain the CONTRACTOR'S property, or, if licensed to CONTRACTOR, the licensor's property. Neither Party may claim by virtue of this Agreement any right, title, or interest in any pre-existing Intellectual Property owned or controlled by the other Party.
16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost. If the cost of completion of the required services to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the difference between the portion of the Agreement price budgeted for that scope of work [or other price/however allocated] and the actual cost of completion to OUSD. Notwithstanding the foregoing, in no event shall CONTRACTOR's liability for additional completion cost exceed twenty percent (20%) of the anticipated cost budgeted for that portion of the Agreement scope of work.
18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
  1. **Tuberculosis Screening:** The Parties do not anticipate that CONTRACTOR will be working at OUSD sites for more than six hours. Therefore, tuberculosis screening requirements shall not apply to CONTRACTOR's services under this Agreement. If, at a later time, OUSD, in its sole discretion, determines that CONTRACTOR will be working at OUSD sites for more than six hours, OUSD shall provide CONTRACTOR with written notice, effective the next business day after delivery to CONTRACTOR, that prior to performing any further services, CONTRACTOR must comply with the tuberculosis screening requirements of OUSD. At that point, CONTRACTOR will be required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR will affirm that each employee has current proof of negative TB testing on file and TB results will be monitored.
  2. **Fingerprinting of Employees and Agents.** The Parties do not anticipate that there will be substantial contact between CONTRACTOR's employees, subcontractors, or agents ("Employees") and OUSD pupils. Therefore, Education Code section 45125.1 shall not apply to CONTRACTOR's services under this Agreement. If, at a later time, OUSD, in its sole discretion, determines that there will be substantial contact between CONTRACTOR's Employees and OUSD pupils, OUSD shall provide CONTRACTOR with written notice, effective the next business day after delivery to CONTRACTOR, that prior to performing any services during which there will be substantial contact with OUSD pupils, CONTRACTOR must comply with the fingerprinting and criminal background investigation requirements of Education Code section 45125 and make the following certification to OUSD: "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 contact with OUSD pupils in providing services to the District under this Agreement."

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

19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidential Agreement Regarding Student Data.

- 23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, 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 without the prior approval of OUSD Human Resources.  
  
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.
- 24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/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.sam.gov>).
- 25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
- 26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
- 27. **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.
- 28. **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.
- 29. **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.
- 30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 31. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.
- 32. **Contract Publicly Posted:** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

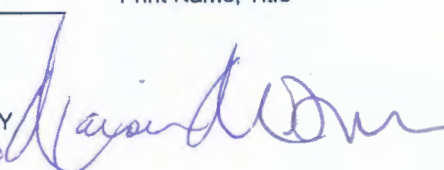
OAKLAND UNIFIED SCHOOL DISTRICT

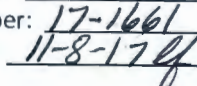
  
 President, Board of Education  
 Superintendent  
 Chief or Deputy Chief  
  
 Secretary, Board of Education  
 11-8-17  
 Date

CONTRACTOR

  
 Contractor Signature  
 Oct 19, 2017  
 Date  
 Michael Neuenfeldt  
 Director of Finance & Contracts  
 Print Name, Title

Form approved by OUSD General Counsel for 2017-18 FY

*as amended*  10/23/17

File ID Number: 17-2257  
 Introduction Date: 11-8-17  
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 By: 

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov>



## EXHIBIT "A" SCOPE OF WORK

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

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

This proposal is for comprehensive professional development of teachers and assistants who are new to the district as well as for technical assistance to ensure sustainability for the Teaching Pyramid within OUSD. Per this proposal, West Ed will build the CA CSEFEL Teaching Pyramid into program structures to sustain the program over a period of years, and to provide on-going, in-class supports and mini-trainings to help teachers continue to deepen their practice and provide high quality services to children and families. Services provide include: Teacher Professional Development, Technical Assistance/Coaching including Classroom Behavior Support, Teaching Pyramid Leadership Team Development, and Capacity Building PD for implementing staff.

**Professional Services Contract**

- 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.

Contractor will serve as trainer and technical assistance provider to OUSD early childhood and TK sites through the development and implementation of Multi-tiered Systems of support using the Teaching Pyramid model. Contractor will also provide professional development to district early child staff and leadership team to build capacity to enable ECE teachers and leaders to ensure implementation fidelity in participating ECE sites. Contractor will support the development of early childhood MTSS leadership team to increase capacity of ECE staff to implement preventative and early intervention behavioral support for our most vulnerable young scholars.

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

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

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

Please select:

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/29/2016

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA. License #0726293 1255 Battery Street #450 San Francisco CA 94111	<b>CONTACT NAME:</b> Lauren Groff <b>PHONE (A/C, No, Ext):</b> 415-536-8423 <b>E-MAIL ADDRESS:</b> Lauren_Groff@ajg.com	<b>FAX (A/C, No):</b> 415-536-5793
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> WestEd 730 Harrison Street, Suite 500 San Francisco CA 94107	<b>INSURER A:</b> Federal Insurance Company <b>NAIC #</b> 20281	
	<b>INSURER B:</b> AXIS Insurance Company <b>37273</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 1705979519      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		3602-7402	11/30/2016	11/30/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7359-1740	11/30/2016	11/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 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 DED    RETENTION \$			7818-0650	11/30/2016	11/30/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7174-7879	11/30/2016	11/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability/E&O			MCN000213871602	11/30/2016	11/30/2017	Each Wrongful Act \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Oakland Unified School District, its officers, agents, and employees are named additional insured as respects General Liability, per the scope of work. This insurance is primary as to Oakland Unified School District.

**CERTIFICATE HOLDER**      **CANCELLATION**

Oakland Unified School District 900 High Street Oakland CA 94601 USA	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 
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## Liability Insurance

### Endorsement

*Policy Period* November 30, 2016 To November 30, 2017  
*Effective Date* November 30, 2016  
*Policy Number* 3602-7402  
*Insured* WestEd  
*Name of Company* FEDERAL INSURANCE COMPANY  
*Date Issued* November 30, 2016

This Endorsement applies to the following forms:

GENERAL LIABILITY  
LIQUOR LIABILITY

Under Who Is An Insured, the following provision is added.

### Who Is An Insured

#### Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

**Liability Endorsement**

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

**Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

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**Schedule**

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



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**Conditions**  
(continued)

**Transfer Or Waiver Of  
Rights Of Recovery  
Against Others**

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

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# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2017-2018



## Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

**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 Talent 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 All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check  
 For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)  
 For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact *Emails about this contract should be sent to:* (required) [Renee.Johnson@ousd.org](mailto:Renee.Johnson@ousd.org)

## Contractor Information

Contractor Name	WestEd	Agency's Contact	Virgilio Tinio Jr.			
OUSD Vendor ID #	V054918	Title	Contracts Manager			
Street Address	730 Harrison Street	City	San Francisco	State	CA	Zip 94107
Telephone	415-615-3136	Email (required)	contracts@wested.org			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

Anticipated start date	11/1/2017	Date work will end	6/30/18	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
3318	IDEA Part B	9753332102	5825	\$ 57,750.00
			5825	\$ 0.00
			5825	\$ 0.00
<b>Requisition No. (required)</b>	R0181677		<b>Total Contract Amount</b>	\$ 57,750.00

## 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/>)

1.	<b>Administrator / Manager (Originator)</b>	Name	Barbara McClung	Phone	510-879-3894	
	<b>Site/Department (Name &amp; #)</b>	922/Community Schools and Student Services Department			Fax	
	Signature				Date Approved	10/17/17
2.	<b>Resource Manager</b> , if using funds managed by <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Community Schools & Student Services <input type="checkbox"/> Risk Mgmt					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)					
	Signature				Date Approved	10/17/17
3.	<b>Network Superintendent/Deputy Network Superintendent</b>					
	Signature				Date Approved	
4.	<b>Chiefs / Deputy Chiefs</b> Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ _____					
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
	Signature				Date Approved	10/17/17
5.	<b>Superintendent, Board of Education</b> <i>Signature on the legal contract</i>					
<b>Legal</b> <i>Required if not using standard contract</i>	Approved			Denied - Reason	Date	
<b>Procurement</b>	Date Received			PO Number		

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : wested\***  
**Record Status: Active**

<b>ENTITY</b> Westedge Federal Credit Union	Status:Active
DUNS: 108432832    +4:	CAGE Code: 7X9E8    DoDAAC:
Expiration Date: Aug 14, 2018	Has Active Exclusion?: No    Debt Subject to Offset?: No
Address: 2501 James St City: Bellingham ZIP Code: 98225-3529	State/Province: WASHINGTON Country: UNITED STATES
<b>ENTITY</b> WestEd	Status:Active
DUNS: 074653882    +4:	CAGE Code: 084N1    DoDAAC:
Expiration Date: Mar 29, 2018	Has Active Exclusion?: No    Debt Subject to Offset?: No
Address: 730 Harrison St City: San Francisco ZIP Code: 94107-1271	State/Province: CALIFORNIA Country: UNITED STATES