

Board Office Use: Legislative File Info.	
File ID Number:	14-1311
Introduction Date:	08/13/2014
Enactment Number:	14-1440
Enactment Date:	8-13-14



Memo

To: Board of Education

From: GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent

Board Meeting Date: 08/13/2014

Subject: Professional Service Contract

Contractor: Berkeley Language Center ? East Bay World Language of Berkel

Services for: 909-PROFESSIONAL DEVELOPMENT

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Berkeley Language Center ? East Bay World Language, Berkeley, CA, for the latter to provide: The East Bay World Language Project will provide one full-day and 5 follow-up professional development sessions on the topic "Common Core and World Language: What's the Connection?" for the World Language teachers of Oakland Unified School District. The East Bay World Language Project will provide the services of experienced consultant-presenters and appropriate materials for up to 30 teachers. for the period of 10/11/2013 through 06/30/2014 in an amount not to exceed \$6,000.00.

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

With the advent of the CCSS, World Language teachers need to understand how they can contribute to student success on the CCSS assessments. The EBWLP is a regional site of the California World Language Project under the auspices of the CSMP (California Subject Matter Project), providing professional development for the teachers in our area. EBWLP's experienced presenters will lead the OUSD World Language teachers to a better understanding of the CCSS for Technical Subjects, which are the CCSS ELA Anchor Standards. The EBWLP presenters will also share practical strategies to embed Common Core and World Language standards in daily classroom activities.

Discussion:
(QUANTIFY what is being purchased.)

The East Bay World Language Project will provide one full-day and 5 follow-up professional development sessions on the topic "Common Core and World Language: What's the Connection?" for the World Language teachers of Oakland Unified School District. The East Bay World Language Project will provide the services of experienced consultant-presenters and appropriate materials for up to 30 teachers.

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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Fiscal Impact: Funding resources below not to exceed \$6,000.00
\$6,000.00 General Purpose-Unrestricted

Attachments: Professional Services Contract including Scope of Work
Waiver Summary
Resume / Statement of Qualifications
EPLS Search Results Page
Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

Berkeley Language Center % East Bay World Language

This Agreement is entered into between _____ (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" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 10/11/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Six Thousand Dollars (\$6,000.00) [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: No Reimbursements

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

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

- 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.
- 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:

Name: LISA SPIELMAN
Site /Dept.: 909-PROFESSIONAL DEVELOPMENT
Address: 2607 Myrtle Street, #108
Oakland, CA 94607
Phone: 273-2337

CONTRACTOR:

Name: Nancy Salsig
Title: Program Manager
Address: B40 Dwinelle Hall, MC# 2640
Berkeley, CA 94720-2640
Phone: 510-877-4002 x15

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 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.

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 or sexual orientation.

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.

As a result of the services of the East Bay World Language Project, participants will be able to: 1. Build an understanding of the connections between the Common Core Literacy and the California World Language standards. 2. Learn how World Language teachers can contribute to student success on the Common Core Literacy Standards. 3. Practice and learn how to apply strategies that embed the Common Core Literacy and California World Language standards into the design and delivery of instruction. 4. Understand the importance of incorporating culturally authentic primary source materials in instruction.

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core | <input type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input 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 checked="" 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(s): Not Applicable
No Restricted Funds

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.

East Bay World Language Project

1. Summary of Scope of Work :

The East Bay World Language Project will provide one full-day and 5 follow-up professional development sessions on the topic “Common Core and World Language: What’s the Connection?” for the World Language teachers of Oakland Unified School District. The East Bay World Language Project will provide the services of experienced consultant-presenters and appropriate materials for up to 30 teachers.

2. BACKGROUND:

With the advent of the CCSS, World Language teachers need to understand how they can contribute to student success on the CCSS assessments. The EBWLP is a regional site of the California World Language Project under the auspices of the CSMP (California Subject Matter Project), providing professional development for the teachers in our area. EBWLP’s experienced presenters will lead the OUSD World Language teachers to a better understanding of the CCSS for Technical Subjects, which are the CCSS ELA Anchor Standards. The EBWLP presenters will also share practical strategies to embed Common Core and World Language standards in daily classroom activities.

3. Discussion: (QUANTIFY what is being purchased.)

EBWLP will provide 2 experienced presenters for up to 30 teachers:

One full-day professional development session =	\$2,100.
Five PD follow-up sessions at \$400/day x 5 =	2,000.
Materials for all sessions =	<u>325.</u>
TOTAL=	\$4,425

4. Specific Outcomes: What are the expected outcomes from the services of this Contract?

As a result of the services of the East Bay World Language Project, participants will be able to:

1. Build an understanding of the connections between the Common Core Literacy and the California World Language standards.
2. Learn how World Language teachers can contribute to student success on the Common Core Literacy standards.
3. Practice and learn how to apply strategies that embed the Common Core Literacy and California World Language standards into the design and delivery of instruction.
4. Understand the importance of incorporating culturally authentic primary source materials in instruction.

5. Determine the stage and level of authentic primary source materials.
6. Incorporate oral formative assessment role-plays in instruction.
7. Consider the gradual release of responsibility when choosing guided practice activities to actively engage students.
8. Incorporate Common Core writing strategies beginning in Level I.
9. Choose targeted daily learning outcomes and closure activities to focus student attention in daily lessons.

ContractsOnline: Contract Waiver Summary

Site Number-Name: 909-PROFESSIONAL DEVELOPMENT

Principal / Department Head: LISA SPIELMAN

Contractor Name: Nancy Salsig

Business Name: Berkeley Language Center ? East Bay Wor

Contract Type: Standard

Anticipated Start Date: 10/11/2013

Contract End Date: 06/30/2014

Rate Type: FLAT

Contract Amount: \$6,000.00

Applicable Waivers

Approved by Risk Management

Insurance-Reduction Waiver Status: WAIVED

Waiver-Reduction Type: WAIVED

Other Reduction Amount:

Approval Date: 04/09/2014

Approved by Deputy Superintendent

Billing Waiver Status: Approved

Approval Date: 05/15/2014

Fingerprint Waiver Status: Approved

Approval Date: 05/15/2014

TB Test Waiver Status: Approved

Approval Date: 05/15/2014

Nancy Salsig

2200 Silver Lake Place • Martinez, CA 94553
925-682-8334 • n-salsig@berkeley.edu

SUMMARY

Professional Educator: Extensive experience collaborating on the design and presentation of professional development based on the California World Language and Common Core Standards. Excellent at maintaining positive relations with colleagues through clear communication. Thirty-six years experience teaching world languages in high school.

PROFESSIONAL EXPERIENCE

Berkeley Language Center, Berkeley, California

East Bay World language Project (EBWLP) Co-Director July 2013- Present

- Designed and presented professional development sessions in the following districts: Liberty Union HSD, Fremont USD, Martinez USD, and Pleasanton USD. Demonstrated how World Languages contribute to Common Core success with specific classroom strategies.
- Co-presented workshops at the 2014 California Language Teachers Association Conference and Nor Cal Symposium, giving teachers hands-on experience aligning the Common Core ELA Standards with the California World Language Content Standards.
- Primary responsibility for monitoring EBWLP financial records and co-ordinating professional development agreements with school districts. As a result, EBWLP has presented in four new districts this year, with requests for follow-up presentations.

EBWLP Leadership Team Member 2009- 2013

- Instigated significant revision of EBWLP Foundations program to include more practical classroom applications such as targeted daily learning outcomes, weekly lesson planning, checking for understanding with closure, and classroom management techniques. Participants appreciated the “learning through doing” aspect of the program.
- Developed and facilitated curriculum alignment professional development for Napa Valley Unified School District with EBWLP site director. Strategized to meet diverse needs of teachers as well as district goals. The result is ten district-wide agreed-upon units of instruction.

Liberty Union High School District, Brentwood, California

BTSA (Beginning Teacher Support and Assessment) Mentor August 2011 – Present

- Established excellent rapport with four beginning Spanish teachers, as evidenced in open communication about personal and classroom issues. Conferenced privately with each teacher at least one hour per week and observed them 2-3 times per year, maintaining strict confidentiality.
- Introduced California World Language Content Standards, stressing the importance of planning with the end in mind, posting daily learning outcomes, planning engaging guided practice activities, practicing classroom management routines. Teachers successfully implemented new strategies.

Liberty Union High School, Brentwood, California

World Language Teacher 1977- 2011

- Taught French 1-5, French AP, Spanish 1, implementing EBWLP strategies such as introducing new vocabulary and structures using comprehensible input stories, planning guided practice activities based on the multiple intelligences, and creating authentic assessments. Developed units of study based on authentic film. The French program grew from one class of French in 1977 to six classes in 2011.
- As department chair, emphasized consensus building and developed respectful relationships with all stakeholders. Collaborated with world language teachers to implement current research on proficiency, developing mini oral interviews and authentic writing prompts. Met with teachers from feeder districts to align curriculum. Received recognition awards from new teachers that I mentored.
- Developed year-end 10-minute COCI Oral interviews for level 3 and level 4 French students. The interviewing teacher was impressed with my students' fluency, a testament to the success of EBWLP techniques stressing proficiency.

EDUCATION

ELD/SDAIE Authorization (CLAD Certification) - San Joaquin County Office of Education

Standard Secondary Teaching Credential - University of California, Berkeley, California

Bachelor of Arts (French) - University of California, Santa Barbara, California

SKILLS

Power Point, Dropbox, Edmodo, Bubblr, Bookr, Storybird