

Board Office Use: Legislative File Info.	
File ID Number:	14-0926
Introduction Date:	06/11/2014
Enactment Number:	
Enactment Date:	



Memo

To: Board of Education

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

Board Meeting Date: 06/11/2014

Subject: Professional Service Contract

Contractor: Norm Gold Associates of Berkeley, CA

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 Norm Gold Associates, Berkeley, CA, for the latter to provide: 32-40 hours of Assessment/ fact-finding by review of district documents, observations and interviews. It will also include, analysis and reporting, and direct consultation with English Learner Department leadership and staff for the period of 03/31/2014 through 06/30/2014 in an amount not to exceed \$5,000.00.

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

District EL leadership desires an independent assessment of the extent to which current intake and reclassification procedures lead to timely and effective identification and placement of ELs. Staff has noted that some language proficiency assessments are not received by schools in a timely manner, and that school personnel thus have difficulty in correctly placing some ELs in instructional programs. There is a need for objective information to guide any needed improvements.

Discussion:
(QUANTIFY what is being purchased.)

32-40 hours of Assessment/ fact-finding by review of district documents, observations and interviews. It will also include, analysis and reporting, and direct consultation with English Learner Department leadership and staff

Board Office Use: Legislative File Info.	
File ID Number:	14-0926
Introduction Date:	06/11/2014
Enactment Number:	
Enactment Date:	



Fiscal Impact: Funding resources below not to exceed \$5,000.00

\$5,000.00 TITLE III LEP STUDENT PROGRAM

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)

Board Office Use: Legislative File Info.	
File ID Number	14-0926
Introduction Date	06/11/2014
Enactment Number	
Enactment Date	



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between Norm Gold Associates
(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 03/31/2014, 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 Five Thousand Dollars (\$5,000.00) [per fiscal year], at an hourly billing rate not to exceed \$150.00 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: NICOLE KNIGHT
Site /Dept.: 909-PROFESSIONAL DEVELOPMENT
Address: 4551 Steele Street
Oakland, CA 94619
Phone: 510-336-7564

CONTRACTOR:

Name: Norman C Gold
Title: Owner
Address: 1513 Sacramento St.
Berkeley, CA 94702
Phone: 510-527-1552

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.

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. 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.

- 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.epls.gov/eplis/search.do)
- 25. 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.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 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 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.

OAKLAND UNIFIED SCHOOL DISTRICT

MARIA SANTOS 04/30/2014
[] President, Board of Education Date
[X] Superintendent or Designee

Secretary, Board of Education Date

CONTRACTOR

Norman C Gold 05/05/2014
Contractor eSignature Date

Norman C Gold, Owner
Print Name, Title

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.

Scope of Work is Attached

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.

The aim is to help the district assess the effectiveness of its current process and procedures for the identification and placement of ELs and subsequent reclassification of ELs as Fluent English Proficient (RFEP) students. To the extent we discover needed areas of improvement, we will make recommendations that would lead to the refinement and improvement of procedures that would result in an optimal identification and reclassification process.

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 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
Private School or
OUSD Department

- 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.



Scope of Work

English Learner Technical Assistance for Oakland Unified School District

This is a contract for provision of technical assistance related to the implementation of programs for English Learners (ELs) in the Oakland Unified School District (OUSD). The aim is to help the district assess the effectiveness of its current process and procedures for the identification and placement of ELs and subsequent reclassification of ELs as Fluent English Proficient (RFEP) students. To the extent we discover needed areas of improvement, we will make recommendations that would lead to the refinement and improvement of procedures that would result in an optimal identification and reclassification process. The proposed contract is for an amount not to exceed \$5,000.00.

1. Background

OUSD currently enrolls over 14,000 ELs, who constitute 30 percent of a total K-12 enrollment of over 46,000. About one-half of all students in the district come from homes where English is not the primary language. The district's **Student Assignment Center**¹ (SAC) is responsible for initial intake of all district students (pre-school and kindergarten through 12th grade), and schedules **initial** CELDT and primary language assessments for pupils whose home language is not English. Once the assessments are completed, schools are responsible for placing pupils in EL instructional programs and for subsequent **annual** CELDT assessments.

2. Need

District EL leadership desires an independent assessment of the extent to which current intake and reclassification procedures lead to timely and effective identification and placement of ELs. Staff has noted that some language proficiency assessments are not received by schools in a timely manner, and that school personnel thus have difficulty in correctly placing some ELs in instructional programs. There is a need for objective information to guide any needed improvements.

3. Scope of work

This contract will include:

- 1) Assessment/ fact-finding** by review of district documents, observations (at the Student Assignment Center) and interviews ([a] With EL Department staff, [b] at the SAC, and, [c] at selected sites),
- 2) Analysis and reporting,** and
- 3) Direct consultation** with English Learner Department leadership and staff.

¹ Previously: the Student Assignment and Bilingual Testing Office (SAABTO). See: <http://publicportal.ousd.k12.ca.us/Domain/146>. See OUSD Enrollment Options Guide 2014-15, p. 150.



4. Timeline

This consultation will include approximately 32-40 hours of technical assistance, to be provided beginning in March of 2014 (or as soon as a contract can be approved). All work will be completed prior to June 30, 2014.

Table 1 – Tasks and Cost Estimates

Task	Description	Estimated Time (hours)
1. Initial staff consultation	Meet with EL Department leadership and staff.	2.0 - 3.0
2. Preparation, logistics	Preparation for interviews, observations, debriefs and follow-up. Scheduling, phone consultation, emails.	3.0-4.0
3. Conduct observations and interviews at Student Assignment Center	Observe intake procedures and collect documentation. Interview selected staff.	6.0
4. Conduct interviews at sites.	Interview selected staff at sample schools (Elementary, Middle and High School). Collect documentation.	6.0 - 7.0
5. Interview selected district staff.	Based on interviews, observations and review of documentation, conduct follow-up interviews with selected district staff (Student Assignment Center, State and Federal Programs, EL Department), as needed.	6.0
6. Data analysis, report preparation.	Summarize findings of observations, interviews and review of documentation. Prepare report.	7.0 - 11.0
7. Present report	Debrief and provide direct technical assistance to EL Department leadership and staff.	2.0 - 3.0
Total		32 - 40

ContractsOnline: Contract Waiver Summary

Site Number-Name: 909-PROFESSIONAL DEVELOPMENT

Principal / Department Head: NICOLE KNIGHT

Contractor Name: Norman C Gold

Business Name: Norm Gold Associates

Contract Type: Standard

Anticipated Start Date: 03/31/2014

Contract End Date: 06/30/2014

Rate Type: HOURLY

Contract Amount: \$5,000.00

Applicable Waivers

Approved by Risk Management

Insurance-Reduction Waiver Status: NA

Waiver-Reduction Type: \$1,000,000 Required

Other Reduction Amount: NA

Approval Date:

Approved by Deputy Superintendent

Billing Waiver Status: Approved

Approval Date: 04/28/2014

Fingerprint Waiver Status: NA

Approval Date:

TB Test Waiver Status: NA

Approval Date:

Corporate Capability

Norm Gold Associates is an educational consulting firm, a sole proprietorship, located in Berkeley, California.⁴ Since its formation in 2000, the firm has provided technical assistance and evaluation services to over 25 elementary, unified and high school districts. We have also provided technical assistance to the Arizona Department of Education and the Utah State Office of Education, as well as to the state education authority in Oaxaca, México, to WestEd, and to the CSU Binational Teacher Education Program.

We are dedicated to supporting education leaders to select evidence-based practices and to implement these with fidelity in ways that will be sustainable, and that will lead to major advances in language and educational attainment for English learners. We base our work on current research on second language learning and teaching (Selected references: CDE, 2010; CSDE, 1986; Joyce & Showers, 2002; Lindholm-Leary, 2001; Nieto, 1996), and on the emerging field of implementation science (Blase et al., 2012; Fixen et al., 2005).

Our services have included delivery of professional development to hundreds of educators on keys to managing successful English learner and migrant education programs, and on the complex details of developing or revising a master plan for English learners.

We have conducted program audits and formative evaluations of services for English learners and migrant students at the school, district and county level. Our clients have included:

Desert Sands USD*	Oxnard HSD*
Fontana USD *	Pajaro Valley USD*
Greenfield SD	Sacramento City USD
Hayward USD*	Santa Clara County Office of Education
Mt. Diablo USD*	(Project A.L.L.)
Oxnard SD*	Ventura USD*

* Denotes agencies where we have supported development and revision of an EL Master Plan.

Project Management and Staff

Norm Gold specializes in systems development for education, with an emphasis on language, learning, and equity. His experience in the field of English learner schooling spans over 35 years, 21 of those with the California Department of Education (CDE). While at CDE, Norm managed the teams that monitored EL compliance throughout the state, directed the work of the categorical programs complaints unit, and served as acting director of the School and District Accountability Division.

His background includes: graduate education in language, linguistics, curriculum and evaluation (Masters and EdD from the University of Massachusetts, Amherst), extensive on-site monitoring and coaching for schools and school districts, and several years of work and study outside the U.S. (Central America, Mexico, and Europe). He is an avid cyclist.

⁴ Formerly (until November 2012) located in Sacramento, CA

Norm has published numerous [articles](#) in the U.S., and abroad, and is a frequent presenter at state and national conferences on topics related to program management, EL accountability systems, language proficiency, instructional program design and evaluation. As the need arises, the firm draws on talented colleagues with many years' experience in the education of English learners to support specific projects. When such individuals join the team, we first confer with our clients to ensure that there is an excellent match between the client needs and the staff assigned to a project.

For further details, see: www.normgoldassociates.com

Selected References

- Blase, K.A., M. Van Dyke, D.L. Fixsen and F.W. Bailey, 2012. *Implementation Science: Key Concepts, Themes and Evidence for Practitioners in Educational Psychology*, Chapter Two in Kelly, B. and Perkins, D. (eds), Cambridge Handbook of Implementation Science for Psychology in Education. New York: Cambridge University Press.
- California Department of Education (2010), Improving Education for English Learners: Research-Based Approaches. Sacramento, CA: CDE Press.
- California State Department of Education, Bilingual Education Office, (1986). Beyond Language: Social and cultural factors in schooling language minority students. Los Angeles: Evaluation, Dissemination and Assessment Center, CSU LA.
- Fixsen, D. L., Naoom, S. F., Blase, K. A., Friedman, R. M., & Wallace, F. (2005). Implementation research: A synthesis of the literature (FMHI Publication No. 231). Tampa: University of South Florida, Louis de la Parte Florida Mental Health Institute, the National Implementation Network.
- Joyce, Bruce, and Beverly Showers. (2002). Student achievement through staff development, 3rd Ed. Alexandria, VA: ASCD.
- Nieto, Sonia, (1996). Affirming Diversity: The Sociopolitical Context of Multicultural Education. White Plains, NY: Longman.

To view the full contents of this document, you need a later version of the PDF viewer. You can upgrade to the latest version of Adobe Reader from www.adobe.com/products/acrobat/readstep2.html

For further support, go to www.adobe.com/support/products/acrreader.html