

Board Office Use: Legislative File Info.	
File ID Number	12-0275
Introduction Date	2/22/12
Enactment Number	12-0815
Enactment Date	2-22-12 8/2



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

To The Board of Education  
 From Tony Smith, Ph.D., Superintendent  
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date (To be completed by Procurement) 2-22-12

Subject Professional Services Contract -  
Wested San Francisco CA (contractor, City State)  
228-United for Success Academy (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and Wested. Services to be primarily provided to 228-United for Success Academy for the period of 01/15/2012 through 06/16/2012.

Background *A one paragraph explanation of why the consultant's services are needed.*  
 UFSA is currently receiving a School Improvement Grant to provide PD and support to improve student academic achievement by building the capacity of teachers at UFSA to offer quality educational opportunities for English Language Learners (60% of UFSA's student body), and all other students. Another goals of the grant will be to develop internal capacity at United for Success Academy to sustain instructional changes through disciplinary lesson planning sessions and coaching.

Discussion *One paragraph summary of the scope of work.*  
 A contract for services between OUSD and West Ed San Francisco, CA for the latter to provide professional development sessions, coaching, and ongoing support of United for Success in order to meet our Transformation goals through the period of January 15, 2012 through June 16, 2012 in an amount not to exceed \$90,000. NOTE: hourly rate varies because of number of employees working and experience. Please see attachment for explanation.

Recommendation Approval of professional services contract between Oakland Unified School District and Wested. Services to be primarily provided to 228-United for Success Academy for the period of 01/15/2012 through 06/16/2012.

Fiscal Impact Funding resource name (please spell out) SIG  
not to exceed \$ 90,000.00

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

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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2011-2012

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

- Services:** CONTRACTOR shall provide the services described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").
- Terms:** CONTRACTOR shall commence work on 01/15/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/16/2012.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Ninety thousand Dollars (\$90,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  - Individual consultants:
    - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
    - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
    - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
  - Agencies or organizations:
    - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* \_\_\_\_\_ which shall not exceed a total cost of \$ \_\_\_\_\_.
- CONTRACTOR Qualifications / Performance of Services.**

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

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

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

Professional Services Contract

**OUSD Representative:**

Name: Elia Bustamante  
Site /Dept.: 228-United for Success Academy  
Address: 2101 35th Ave.  
Oakland, CA  
Phone: (510) 535-3880

**CONTRACTOR:**

Name: Michael J. Neuenfeldt  
Title: Director, Contracts Management  
Address: 730 Harrison St.  
San Francisco CA 94107  
Phone: (415) 615-3136

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

**8. Invoicing**

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

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

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

**10. Insurance:**

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

Check one of the boxes below:

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

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

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

**OR**

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

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

- 12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
- 14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
- 15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all rights in and to any and all trademarks, trade names, slogans, service marks, domain names, copyright material, and/or patent rights in the name of OUSD. CONTRACTOR agrees to assign to OUSD all of its rights in and to any and all trademarks, trade names, slogans, service marks, domain names, copyright material, and/or patent rights in the name of OUSD for any purpose and in any medium. These materials include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, and word copy, posters, billboards, photographs, videotapes, audiotapes, systems, designs, software, reports, diagrams, surveys, course codes, or any other original works of authorship or other documents prepared by CONTRACTOR or its subcontractors in connection with the services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code and all rights in these works are the property of OUSD. N/A
- 17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:

1. Tuberculosis Screening

2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial:   NS  

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

- 20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  - 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.  
 CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.  
 Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
28. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
29. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Summary of terms and compensation:

Anticipated start date: 01/15/2012 Work shall be completed by: 06/16/2012 Total Fee: \$ 90,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

*Wade Linder*  
 President, Board of Education  
 Superintendent or Designee  
*Edgar (Robert) ...*  
 Secretary, Board of Education

2/23/12  
 Date  
2/23/12  
 Date

CONTRACTOR

*[Signature]*  
 Contractor Signature  
12.16.11  
 Date  
Michael J. Neuenfeldt Director, Contracts Management  
 Print Name, Title

File ID Number: 12-0275  
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 By: *[Signature]*

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

A contract for services between OUSD and West Ed San Francisco, CA for the latter to provide professional development sessions, coaching, and ongoing support of United for Success in order to meet our Transformation goals through the period of January 15, 2012 through June 30, 2012 in an amount not to exceed \$90,000. NOTE: hourly rate varies because of number of employees working and experience. Please see attachment for explanation.

SCOPE OF WORK

Wested will provide a maximum of \_\_\_\_\_ hours of services at a rate of \$\_\_\_\_\_ per hour for a total not to exceed \$90,000.00. Services are anticipated to begin on 01/15/2012 and end on 06/16/2012.

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.

All teachers will attend 3 hour whole school professional development sessions on reading and literacy development in the content areas. They will gain an understanding of productive practices that challenge and support students needing to develop academic uses of English.

Core content area teachers will engage in additional days of discipline specific professional learning opportunities focused on content area reading and the implementation of standards of evidence in their content areas. These days per discipline at the school will include three three-hour discipline specific workshops and an additional eight days of QTEL support in collaborative lesson planning sessions, discipline-specific coaching and instructional support in classrooms to promote quality enactments of QTEL pedagogy.

Monthly meeting with Principal to support and update on teacher improvements.

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.

Increase understanding of supports and constraints to implementing QTEL tools and processes in classrooms. Increase understanding of how to support the development of academic literacy in content areas; Alignment of coaching efforts. Students will increase their reading level by 2 lexile levels. Students will increase one level on a rubric demonstrating and ability to making claims and justifying their conclusions with evidence.

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

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

**4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: 29
- Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
  2. Meeting announcement for meeting in which the SPSA modification was approved.
  3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
  4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

## Quality Teaching for English Learners Professional Development Proposal for United for Success Academy – Year 2

### Project Goals:

- Develop the expertise of educators on the campus to enact deep and rigorous learning with all their students by using Quality Teaching for English Learners principles, tools, structures, and processes to develop all students' academic language and literacy.
- Develop internal capacity at United for Success Academy to sustain instructional changes through disciplinary lesson planning sessions and coaching.
- Improve student academic achievement by building the capacity of teachers at United for Success Academy to offer quality educational opportunities for ELLs and all other students.
- Support United for Success Academy's school-wide Transformation goals for organizing instructional plans to promote standards-based, cognitively engaging learning for students and implementation of instructional strategies through school-wide and core-discipline professional development, disciplinary lesson planning sessions, coaching of focus teachers, and meetings with key staff supporting transformation efforts.

### Professional Learning Opportunities Proposed for Year 2:

- All teachers will attend three three-hour whole school professional development sessions on reading and literacy development in the content areas. They will gain an understanding of productive practices that challenge and support students needing to develop academic uses of English.
- Core content area teachers (ELA, mathematics, science, social studies) will engage in additional days of discipline specific professional learning opportunities focused on content area reading and the implementation of standards of evidence in their content areas. These days per discipline at the school will include three three-hour discipline specific workshops and an additional eight days of QTEL support in collaborative lesson planning sessions, discipline-specific coaching and instructional support in classrooms to promote quality enactments of QTEL pedagogy.
- Site instructional coaches will shadow QTEL staff as they engage teachers in coaching, lesson planning and implementation support so as to further develop their skills in supporting peers.



**Proposed Time Line for Year 2 Activities:**

<b>Month</b>	<b>Activity</b>	<b>Expected Outcome</b>
September 2011 October 2011 Additional meetings to be determined	Planning Meeting with Key Staff involved in supporting Transformation Goals	School needs are defined, project goals and timelines aligned, and project activities agreed upon.
September 2011 November 2011 February 2012	Whole School professional development	Increased understanding of how to implement 3-part lessons that support content area literacy learning.
October 2011 January 2012 March 2012	Department professional development (ELA, Social Studies, Mathematics, Science)	Increased understanding of how to implement lessons and units that scaffold the teaching and learning of disciplinary content, language, and literacy.
To be determined with each department	Core content area teachers participate in discipline specific workshops, collaborative planning, classroom implementation support and discipline specific coaching.  Math and ELA coaches shadow QTEL staff	Understanding of practical implementations of QTEL is developed. A model pedagogy that supports and challenges students is applied in the context of participants' work.  Increased understanding of how to support the development of academic literacy in content areas; Alignment of coaching efforts
Monthly	Meeting with Principal	Increased understanding of supports and constraints to implementing QTEL tools and processes in classrooms.

**Costs for Proposed Professional Development Plan:**

The cost for the professional development activities described above is \$90,000.

These costs include all WestEd staff and services to provide the described learning opportunities to teachers at the Urban Promise Academy. The school is responsible for providing locations, basic supplies and presentation equipment for professional development sessions, as well as, all teacher compensation and time for all learning activities.

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**Proposed Time Line for Year 2 Activities:**

<b>Month</b>	<b>Activity</b>	<b>Expected Outcome</b>
September 2011 October 2011 Additional meetings to be determined	Planning Meeting with Key Staff involved in supporting Transformation Goals	School needs are defined, project goals and timelines aligned, and project activities agreed upon.
September 2011 November 2011 February 2012	Whole School professional development	Increased understanding of how to implement 3-part lessons that support content area literacy learning.
October 2011 January 2012 March 2012	Department professional development (ELA, Social Studies, Mathematics, Science)	Increased understanding of how to implement lessons and units that scaffold the teaching and learning of disciplinary content, language, and literacy.
To be determined with each department	Core content area teachers participate in discipline specific workshops, collaborative planning, classroom implementation support and discipline specific coaching.  Math and ELA coaches shadow QTEL staff	Understanding of practical implementations of QTEL is developed. A model pedagogy that supports and challenges students is applied in the context of participants’ work.  Increased understanding of how to support the development of academic literacy in content areas; Alignment of coaching efforts
Monthly	Meeting with Principal	Increased understanding of supports and constraints to implementing QTEL tools and processes in classrooms.

**Costs for Proposed Professional Development Plan:**

The cost for the professional development activities described above is \$90,000.

These costs include all WestEd staff and services to provide the described learning opportunities to teachers at the United for Success Academy. The school is responsible for providing locations, basic supplies and presentation equipment for professional development sessions, as well as, all teacher compensation and time for all learning activities.

## Quality Teaching for English Learners Professional Development Proposal for United for Success Academy – Year 2

### Project Goals:

- Develop the expertise of educators on the campus to enact deep and rigorous learning with all their students by using Quality Teaching for English Learners principles, tools, structures, and processes to develop all students' academic language and literacy.
- Develop internal capacity at United for Success Academy to sustain instructional changes through disciplinary lesson planning sessions and coaching.
- Improve student academic achievement by building the capacity of teachers at United for Success Academy to offer quality educational opportunities for ELLs and all other students.
- Support United for Success Academy's school-wide Transformation goals for organizing instructional plans to promote standards-based, cognitively engaging learning for students and implementation of instructional strategies through school-wide and core-discipline professional development, disciplinary lesson planning sessions, coaching of focus teachers, and meetings with key staff supporting transformation efforts.

### Professional Learning Opportunities Proposed for Year 2:

- All teachers will attend three three-hour whole school professional development sessions on reading and literacy development in the content areas. They will gain an understanding of productive practices that challenge and support students needing to develop academic uses of English.
- Core content area teachers (ELA, mathematics, science, social studies) will engage in additional days of discipline specific professional learning opportunities focused on content area reading and the implementation of standards of evidence in their content areas. These days per discipline at the school will include three three-hour discipline specific workshops and an additional eight days of QTEL support in collaborative lesson planning sessions, discipline-specific coaching and instructional support in classrooms to promote quality enactments of QTEL pedagogy.
- Site instructional coaches will shadow QTEL staff as they engage teachers in coaching, lesson planning and implementation support so as to further develop their skills in supporting peers.

**Proposed Time Line for Year 2 Activities:**

Month	Activity	Expected Outcome
September 2011 October 2011 Additional meetings to be determined	Planning Meeting with Key Staff involved in supporting Transformation Goals	School needs are defined, project goals and timelines aligned, and project activities agreed upon.
September 2011 November 2011 February 2012	Whole School professional development	Increased understanding of how to implement 3-part lessons that support content area literacy learning.
October 2011 January 2012 March 2012	Department professional development (ELA, Social Studies, Mathematics, Science)	Increased understanding of how to implement lessons and units that scaffold the teaching and learning of disciplinary content, language, and literacy.
To be determined with each department	Core content area teachers participate in discipline specific workshops, collaborative planning, classroom implementation support and discipline specific coaching.  Math and ELA coaches shadow QTEL staff	Understanding of practical implementations of QTEL is developed. A model pedagogy that supports and challenges students is applied in the context of participants' work.  Increased understanding of how to support the development of academic literacy in content areas; Alignment of coaching efforts
Monthly	Meeting with Principal	Increased understanding of supports and constraints to implementing QTEL tools and processes in classrooms.

**Costs for Proposed Professional Development Plan:**

The cost for the professional development activities described above is \$90,000.

These costs include all WestEd staff and services to provide the described learning opportunities to teachers at the United for Success Academy. The school is responsible for providing locations, basic supplies and presentation equipment for professional development sessions, as well as, all teacher compensation and time for all learning activities.

23	2011-228-LDS-1500	Leadership Practices	To develop the capacity of the principal, assistant principal, and school leadership team, and to support the facilitating of leadership team meetings	Elena Aguilar 2011-2012 School Year	All Students	District Assessments	Yes	3181	SIG	5626	NON-CONTRACT SERVICES		0	\$28,800.00
24	2011-228-ORG-716	Organizational Practices	Contract a STIP substitute to provide peer observations and teacher collaboration time.	Ella Bustamante 2011-12 School Year	All Students	CST	Yes	3010	Title I	1105	TEACHER STIP	TCSTIP0237	1	\$35,051.87
25	2011-228-ORG-1492	Organizational Practices	To engage in data analysis, inquiry, and planning within and across subject areas	Ella Bustamante 2011-12 School Year	All Students	District Assessments	Yes	3181	SIG	1120	TEACHERS SALARIES STIPENDS		0	\$110,108.60
26	2011-228-ORG-1495	Organizational Practices	Food for summer planning and midyear planning retreats.	Milciadis Diaz 2011-2012 School Year	All Students	Site-based common assessments	Yes	3181	SIG	4311	MEETING REFRESHMENTS		0	\$6,000.00
27	2011-228-ORG-1497	Organizational Practices	To purchase a computer lab to integrate 21st century skills in our curriculum. The lab can also be used for adult education classes.	Ella Bustamante 2011-12 School Year	All Students	Use Your Voice Survey	Yes	3181	SIG	4420	Computer \$500-4,999		0	\$2,500.00
28	2011-228-ORG-1498	Organizational Practices	To ensure computer and technology is up to date so that assessment and computer based software programs for intervention programs can be accessed as well as parent access.	Ella Bustamante 2011-12 School Year	All Students	Site-based common assessments	Yes	3181	SIG	5610	EQUIP MAINTENANCE AGREEMENT		0	\$38,500.00
29	2011-228-ORG-1499	Organizational Practices	To hire workless consultants to assist in promoting positive school culture and climate, teacher professional development, and extended day programming.	Ella Bustamante 2011-12 School Year	All Students	Use Your Voice Survey	Yes	3181	SIG	5625	CONSULTANTS		0	\$591,650.00
30	2011-228-ORG-1502	Organizational Practices	Purchase supplemental materials and supplies, per SIG proposal to support increased academic achievement.	Milciadis Diaz/Ella Bustamante 2011-2012 School Year	All Students	CST	Yes	3181	SIG	4310	SUPPLIES		0	\$21,600.00

EWB RRL m.j.





## OUSD Consultant Billing Rate Guideline Waiver Request

### Directions

All District professional services contracts must be paid at an hourly rate within the OUSD Billing Rate Guidelines. Principals and managers can submit a waiver request to pay consultants at a higher hourly rate or in special circumstances, a flat fee contract. Billing rate guideline waivers require Cabinet level approval (Deputy Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to renegotiate the compensation and resubmit the contract for approval.

Contractor Name	Wested
Contract Originator Name	Wested
Site or Department	228-United for Success Academy
Requisition Number	R0201146

### Reason for requested waiver:

- Specialized skills set justifies higher hourly rate, see resume or statement of qualifications attached
- Short-term contract requires a higher hourly rate. Contract is less than one month in duration.
- Other, please explain:

### Approval Cabinet Level approval required (Deputy Superintendent)

Regional or Executive Officer

Date

12/1/11

Cabinet Level

Date

1-17-2012



WESTED

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/29/2011

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

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

<b>PRODUCER</b> Commercial Lines - (650) 413-4200 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 959 Skyway Road San Carlos, CA 94070	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Traveler's Property & Casualty Co of America	
<b>INSURED</b> WestEd c/o Aden Bliss 730 Harrison Street San Francisco, CA 94107-1242	<b>NAIC #</b> 25674	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

### COVERAGES

CERTIFICATE NUMBER: 3571112

REVISION NUMBER: See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			P6300059L868TIL11	11/30/2011	11/30/2012	EACH OCCURRENCE \$ 1,000,000
	<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"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINE D SINGLE LIMIT (Ea accident) \$ BODII Y INJURY (Per person) \$ BODII Y INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	PSUB8356C17511	11/30/2011	11/30/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability *Umbrella acts as Add'l Limits			P6300059L868TIL11	11/30/2011	11/30/2012	\$1,000,000 Occ \$2,000,000 Agg

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CG D2 46 08 05 Oakland Unified School District is named additional insured as respects General Liability, per endorsement attached. This insurance is primary as to Oakland Unified School District.

### CERTIFICATE HOLDER

Oakland Unified School District  
314 East 10th Street, Room 201A  
Oakland, CA 94612

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **BLANKET ADDITIONAL INSURED (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed.

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

## Basic Directions

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

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

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
	<input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
	<input checked="" type="checkbox"/> For All Consultants with employees: Proof of workers compensation insurance

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

## Contractor Information

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

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

Anticipated start date	01/15/2012	Date work will end	06/16/2012	Other Expenses	
Pay Rate Per Hour (required)	\$	Number of Hours		<b>Total Contract Amount</b>	\$ 90,000.00

## Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
3181	SIG	2283181101	5825	\$ 90,000.00
			5825	\$
			5825	\$
<b>Requisition No.</b>	R0201146		<b>Total Contract Amount</b>	\$ 90,000.00

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

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

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	<b>Administrator / Manager</b> (Originator)	Name	Elia Bustamante	Phone	(510) 535-3880
	Site / Department	228-United for Success Academy		Fax	(510) 535-7139
	Signature			Date Approved	1-13-2011
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs				
	<input checked="" type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	1-9-12
3.	<b>Regional Executive Officer</b>				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
4.	Signature			Date Approved	1-17-2012
	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> <input type="checkbox"/> Consultant Aggregate Under \$50,000				
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal Required if not using standard contract</b>		Approved		Denied - Reason	Date
<b>Procurement</b>	Date Received			PO Number	

1550