

Board Office Use: Legislative File Info.	
File ID Number	12-1901
Introduction Date	11-14-12
Enactment Number	12-2785
Enactment Date	11-14-12



**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) 11-14-12

Subject: Professional Services Contract -
The College Board Duluth GA (contractor, City State)
High School Network (site/department)

Action Requested: Ratification of a professional services contract between Oakland Unified School District and The College Board. Services to be primarily provided to High School Network for the period of 06/19/2012 through 06/30/2013.

Background: *A one paragraph explanation of why the consultant's services are needed.*
 The College Board is a nationally renowned organization that holds a standard of instructional rigor through the Advanced Placement program. A partnership between OUSD and College Board was established a year ago, to improve instructional rigor in our high schools and middle schools. This partnership helped to secure an Investing in Innovation grant (I-3) from the federal government. College Board is partnering with the high school office to provide professional learning workshops, seminars, follow-up coaching, etc. to teachers in order to support the development of rigorous classroom instruction, while also supporting students to reach high levels of academic achievement. Teachers are taught to hold high expectations and advance the literacy skills of students at the same time.

Discussion: *One paragraph summary of the scope of work.*
 The purpose of the AP Achievement Institute Reinforcing Expectation for Rigor is to identify strategies for both administrators and teachers to overcome potential barriers to the success of students who may have been under prepared for the rigorous expectations of an AP course. Participating schools are expected to send teams consisting of the principal and AP teachers of specific courses. Teachers will learn strategies to meet the needs of an increasingly heterogeneous pool of AP students. District, school, and curriculum leaders will develop strategies to build and strengthen the infrastructure to support AP students and teachers. Follow-up sessions will support leadership of the AP program and classroom implementation of strategies that meet the needs of all AP students.

Recommendation: Ratification of professional services contract between Oakland Unified School District and The College Board. Services to be primarily provided to High School Network for the period of 06/19/2012 through 06/30/2013.

Fiscal Impact: Funding resource name (please spell out) Investing in Innovation not to exceed \$ 80,000.00

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

Board Office Use: Legislative File Info.	
File ID Number	12-1901
Introduction Date	11-14-12
Enactment Number	12-2785
Enactment Date	11-14-12



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

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

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 06/19/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Eighty Thousand Dollars (\$80,000.00). 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: NA

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:* NA 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: Cleo Protopapas
Site /Dept.: High School Network
Address: 1025 2nd Ave.
Oakland, CA 94606
Phone: (510) 273-0436

CONTRACTOR:

Name: The College Board, Gail Mitchum
Title: Director, EXCEerator Planning, Ops. & Admin.
Address: 3700 Crestwood Pkwy.
Duluth GA 30096
Phone: (770) 225-4015

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

8. Invoicing

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

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

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

10. Insurance:

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

Check one of the boxes below:

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

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

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

OR

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

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

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 1. **Tuberculosis Screening**
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: *SC*

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.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplis/search.do>)

Summary of terms and compensation:

Anticipated start date 06/19/2012 Work shall be completed by 06/30/2013 Total Fee \$ 80,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Date _____

CONTRACTOR

Stacy Caldwell
Contractor Signature

10/10/12
Date

Stacy Caldwell, Vice President

Print Name, Title

Certified: Edgar Rakestraw, Jr. Secretary, Board of Education Date 11/15/12

Edgar Rakestraw, Jr., Secretary, Board of Education
OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SIGNATURE

[Signature]
Attorney

File ID Number: 12-1901
Introduction Date: 11-14-12
Enactment Number: 12-2785
Enactment Date: 11-14-12
By: _____

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.

The purpose of the AP Achievement Institute Reinforcing Expectation for Rigor is to identify strategies for both administrators and teachers to overcome potential barriers to the success of students who may have been under prepared for the rigorous expectations of an AP course. Participating schools are expected to send teams consisting of the principal and AP teachers of specific courses. Teachers will learn strategies to meet the needs of an increasingly heterogeneous pool of AP students. District, schools, and curriculum leaders will develop strategies to build and strengthen the infrastructure to support AP students and teachers. Follow-up sessions will support leadership of the AP program and classroom implementation of strategies that meet the needs of all AP students.

SCOPE OF WORK

The College Board will provide a maximum of 800.00 hours of services at a rate of \$ 100.00 per hour for a total not to exceed \$80,000.00. Services are anticipated to begin on 06/19/2012 and end on 06/30/2013.

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

Approval by the Board of Education of a Professional Services Contract between District and The College Board, Duluth, GA, for the latter to provide professional services for a period which is mutually selected, agreed upon and scheduled by the College Board and OUSD High School Office. The Advanced Placement Achievement Institute (APAI) will have as its purpose to identify strategies for both administrators and teachers to overcome potential barriers to the success of students who may have been underprepared for the rigorous expectations of an AP course. Participating schools are expected to send teams consisting of the principal and/or assistant principal and AP teachers of English and History. District, school and curriculum leaders will further develop strategies to build and strengthen the infrastructural to support AP students and teachers. Follow-up sessions will support leadership of the Advance Placement program and classroom implementation of strategies that meet the needs of all Advanced Placement students. The four day institute will be conducted by College Board staff and include Advanced Placement teachers from Oakland's high schools and other high school teacher leaders in the district. Three days of follow up will take place during the 2012-13 school year, where teachers will be provided with additional tools to support all students, regardless of background or skills, to be successful in either an English Advanced Placement course, or an Advanced Placement course in history, for the period June 19, 2012 through June 30, 2013 in an amount not to exceed \$80,000.00. The services shall be provided in accordance with Exhibit 1, EXCEerator Professional Services, incorporated hereto,

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

- 1) As a result of the Advanced Placement Achievement Institute, students in AP classes in Oakland will have higher success rates, not only in completing the courses, but also in passing the Advanced Placement exams, given each year in May. These exams offer students college credit. This is a big advantage for all students and important for truly preparing them for college success. Not only will this positively influence the graduation rate, because more students will pass their classes, but both the rigorous instruction and the support for all students to reach the standards, will be systematically shared across the schools sites—and therefore impact all students across the high schools. Potentially, hundreds of students will be positively affected by this professional learning series.
2) Rigorous instruction brings critical thinking, analysis and deeper connections to material for students. Attendance will improve as students find their classes both more interesting and that they are having more academic success. Potentially, hundreds of students will be positively effected by this professional learning series.
3) This particular effort will not impact internships directly, but because teachers are learning to teach skills along with content, students will be better prepared to take on any future employment.

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



Founded in 1900, the College Board is a mission-driven not-for-profit membership organization that connects students to college success and opportunity with a membership association of more than 5,900 schools, colleges, universities, and other educational institutions and serves more than 3,800 colleges and universities in over 180 countries and territories, as well as policymakers on the national and state levels. The College Board also maintains relationships with more than 900 key school districts across the country. Each year, the College Board helps more than seven million students globally prepare for a successful transition to college through programs and services anchored in college readiness and college success — including the PSAT/NMSQT®[1], ReadStep™, SAT®, Pre-AP®, AP®, SpringBoard®, and ACCUPLACER®. The College Board Standards for College Success — the coherent pathway to Advanced Placement and college readiness — are aligned with the Common Core State Standards and help translate those standards into rigorous curriculum. The College Board also has a proven history of working with districts and schools with a large enrollment of low-income and minority students. Furthermore, the organization serves the education community through research and advocacy on behalf of students, educators and schools. The College Board seeks to ensure that every student has access to a high-quality education and is prepared to succeed in college. Our College Readiness initiatives promote curricula, assessment tools, and district and guidance resources that help K–12 students prepare for the academic rigors of higher education. The College Board is committed to providing district and community support. We invest in the future of students by promoting high academic standards; developing human capital and teacher quality by supporting educators; and building critical connections between policy, research and real-world experience to drive systemic reform in education. The College Board's suite of programs and services directly contribute to the overall success of transforming chronically low-performing schools by building both administrator and teacher capacity to enhance curriculum and instruction. Educators obtain operative knowledge to enable them to lead change through the application of proven, research-based strategies and tools.

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: _____
 - 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.
-

Addendum
to
Contract No. _____ ("Contract") by and between
Oakland Unified School district ("District")
and the College Board ("Contractor")

This Addendum to the above-referenced Contract is entered into by and between the District and the Contractor and shall take effect on the same date as the Contract. The parties intend this Addendum to take effect as a modification to the Contract in accordance with Section 25 of the Contract. To the extent this Addendum is inconsistent with any provision of the Contract, this Addendum shall control and shall be deemed to be an amendment duly executed and adopted pursuant to Section 25 of the Contract. All terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Contract.

The District understands and acknowledges that the Contractor is in the business of performing services similar to those to be provided under the Contract (the "services") for other parties and that, in performing the Services, the Contractor will draw on its experience and from its published and unpublished materials regarding this subject matter.

In light of the foregoing and notwithstanding Section 16 of the Contract, all rights, title, and interest, including without limitation all copyrights and other intellectual property rights, in any and all materials, content, protocols, processes or other items of any nature, developed, created or produced by Contractor and all enhancements, improvements, derivative works, or other modifications thereto (collectively referred to herein as "Materials"), including all such Materials developed, created or produced in the course of performing the Services for the District, are and shall remain at all times owned exclusively by the Contractor. The Contractor reserves all rights not expressly granted to the District under the Contract and this Addendum.

Contractor hereby grants to the District a non-exclusive, nontransferable, royalty-free license to use, reproduce, display, and distribute the Materials that Contractor provides to the District solely for the internal use of the District's High School Network. The District may not use, rent, or otherwise make the Materials available for any other purpose or for the benefit of any third party, through a service bureau or otherwise, including, without limitation, any other department, board, school, or agency of the District. The District may not modify or create derivative works from the Materials without Contractor's prior written approval, which may be granted or withheld in the sole exercise of Contractor's discretion. The District may not post the Materials on a public Website or on the Internet. The Materials may be posted on a limited-use Intranet or other limited distribution Website with the prior written consent of Contractor, *provided* the Materials will not be made available to unauthorized third parties or for unauthorized purposes through such Intranet or limited distribution Website.

Except to the extent that the same may be modified by this Addendum, the terms of the Contract remain in full force and effect and are hereby ratified and confirmed by the District and the Contractor.

EXECUTED as a Special Agreement, attached to and made a part of the above-referenced Contract, effective as of the Effective Date of the Contract.

<p>OAKLAND UNIFIED SCHOOL DISTRICT Office of General Counsel APPROVED FOR FORM & SUBSTANCE By: <u>[Signature]</u> Attorney at Law</p>	<p>Contractor:</p> <p><u>[Signature]</u> Signature</p> <p><u>VP - Dist + State</u> Title</p>	<p>Awarding Authority/Official:</p> <p><u>[Signature]</u> Jody London Pr. Signatory of Educational <u>[Signature]</u> Edgar Rakestraw, Jr., Secretary Board of Education Title</p>
---	--	--



EXHIBIT 1
EXCELErator PROFESSIONAL SERVICES

I. SCOPE OF WORK

The College Board shall furnish the below referenced professional services for a period indicated below, which is mutually selected, agreed upon, and scheduled by the College Board and Client. The College Board's obligation to furnish this professional service is contingent upon the Client complying with the obligations set forth in Exhibit A, EXCELErator Professional Services Checklist, and Exhibit B, EXCELErator APAI Required Data Documents incorporated by reference herein.

<u>Professional Service</u>	<u>Tentative Start Date</u>
A. AP Achievement Institute I (APAI I): Reinforcing Expectations for Rigor	June 19, 2012

The EXCELErator Professional Services fee for Oakland Unified School District does not cover the following costs: meeting room fees, audio-visual fees, food, insurance, participant stipends, fees for applicable substitute teachers and other costs for Client personnel, and other on-site or transportation expenses. Client shall be responsible for and pay directly the costs not covered by the fee.

II. DETAILED DESCRIPTION

A. AP Achievement Institute I: Reinforcing Expectations for Rigor

The purpose of the institute is to identify strategies for both administrators and teachers to overcome potential barriers to the success of students who may have been underprepared for the rigorous expectations of an AP course. Participating schools are expected to send teams consisting of the principal and AP teachers of specific courses. Teachers will learn strategies to meet the needs of an increasingly heterogeneous pool of AP students. District, school, and curriculum leaders will develop strategies to build and strengthen the infrastructure to support AP students and teachers. Follow-up sessions will support leadership of the AP program and classroom implementation of strategies that meet the needs of all AP students.

A team of College Board staff and consultants will conduct a four-day institute with teams from each high school. School teams must consist of the principal who will attend Days 1 and 2 and teachers of the following AP courses who will attend all four days of the institute: AP English Language and Composition, AP English Literature and Composition, AP United States History, AP World History, AP European History, and AP Human Geography. Participating teachers should have attended an AP Summer Institute in their content areas prior to attending the AP Achievement Institute. A maximum of 40 administrators, 30 AP English teachers, and 30 AP History and Geography teachers will attend. Mandatory full school team participation is expected as outlined above. The initial training (maximum of 100 attendees) will take place over a four day period, to be completed by June 30, 2012, with three days of follow-up during the 2012-2013 school year.

B. Specific Request For Data

The College Board shall conduct analyses such as closing achievement gaps and understanding the effects of professional development on student achievement for those teachers (up to 100) participating in the initial APAI training. Client shall provide data described in Exhibit B EXCEerator APAI Required Data Documents incorporated by reference herein to the College Board for the College Board to conduct such analyses. The disaggregated student level data will be used to establish student participation and achievement in the AP courses specified in Exhibit B along with effects of professional development on student participation and achievement in AP courses.

III. FEES

The total fees for the College Board EXCEerator Professional Services for Oakland Unified School District during the school year 2011-2012 is outlined in the fee schedule below and shall be payable upon delivery of the AP Achievement Institute II: Creating a Gateway to AP (Social Studies/English) workshop.

The fee schedule is as follows:

Activity	Fee	Participants
AP Achievement Institute II (APAI II): Creating a Gateway to AP (Social Studies/English)	\$ 80,000	Maximum of 100 Participants
Contract Total	\$80,000	

IV. TERMS AND CONDITIONS

A. Workshop Cancellation and Rescheduling.

The College Board shall make the workshops available to Client at the dates and times set forth in the Scope of Work. In the event that Client wishes to cancel or reschedule a workshop, Client shall notify the College Board in writing no later than thirty (30) days prior to the first day of the workshop. If Client cancels or reschedules a workshop less than thirty (30) days prior to the first day of the workshop, then Client shall pay the College Board for its costs incurred to reschedule the workshop, including consultant fees, materials costs, and other expenses incurred prior to the College Board's receipt of Client's request to reschedule or cancel. Such fee shall not apply to any cancellations or rescheduling caused by a Force Majeure event.

B. Cooperation.

Client will participate in and cooperate with the collection and documentation of Data (defined below) as requested by the College Board and any third party researchers/evaluators contracted by the College Board and guaranteeing access to Data in compliance with FERPA and all other applicable laws and regulations. Such cooperation includes tracking and providing to evaluators/researchers as requested by the College Board data relevant to individual students, including demographics, course enrollment, promotion rates, graduation rates and relevant test scores, and other data including, but not limited to, teacher demographics, teaching schedules, interviews with staff, students and parents; observation of classes, meetings and other school events; and review of school documentation, and student test data ("Data").

EXHIBIT A
EXCELeRator PROFESSIONAL SERVICES CHECK LIST

Client will collect and provide the College Board with the following implementation information ("Implementation Information") selected below:

- District Information.** District contact information, superintendent or Designee's contact information, District Coordinator, District contract signatory, number of participating middle schools, and/or number of participating high schools.
- School Information.** Client shall provide the school contact information, principal contact information, school coordinator, and where applicable information technology contact.
- Site.** Client shall provide College Board with a venue to host the professional development, which includes a meeting room and where applicable audio-visual equipment.
- Participant Information.** Client shall provide the College Board with a list of the number of all participants by subject, including participant names and contact information no later than 14 days before the start of the service. Client agrees that the College Board may rely on such list in determining the number of materials and of consultants provided by the College Board to Client at the professional development.
- Designation of Event Coordinator.** Client shall designate, and shall cause each school to designate, a professional development coordinator. The professional development coordinator shall be Client's principal contact with the College Board and shall assist in the organization and training.
- Information Technology Contact.** Client shall designate, and shall cause each school to designate an information technology contact. The Client information technology contact and the School information technology contacts shall address any technical issues that may arise in the course of the delivery of the professional services.
- Network Access and Internet Connectivity.** Client will ensure network access and Internet connectivity during the delivery of the professional services and, and will require the Client information technology contact or another appropriate staff person to be available during the delivery to assist in the maintenance of such network access and Internet connectivity.
- Accommodations and Instruments.** Furnish appropriate space and instruments such as overheads, chairs and desks, VCR and monitor, and whiteboards as necessary for the delivery of the professional services. Furthermore, College Board shall not provide food and or refreshments for participants.

**EXHIBIT B
EXCErator APAI
REQUIRED DATA DOCUMENTS**

The College Board will request multiple years of student-level data, including, without limitation, grade enrollment, demographics, test scores, course enrollment, credit accumulation, and grade point average. The College Board will utilize this data to conduct analyses such as closing achievement gaps and understanding the effects of professional development on student achievement. The timely delivery of the analysis and final report is dependent upon the timely receipt of student-level data files. Any delay in the delivery of data to the College Board may delay the College Board's obligations hereunder. If you have any questions, please contact Dereck Walcott, Senior Director, Research and Accountability at dwalcott@collegeboard.org.

The disaggregated student level data will be used to establish student participation and achievement in AP courses along with effects of professional development on student participation and achievement in AP courses. The College Board requests student-level information from 2011-2012, 2012-2013, and 2013-2014 who enrolled in one or more of the following courses:

- a) AP English Language and Composition
- b) AP English Literature and Composition
- c) AP US History
- d) AP World History
- e) AP Human Geography
- f) AP Biology
- g) AP Environmental Science
- h) AP Statistics

The College Board will develop a teacher survey to administer to APAI participants in August 2012. The surveys will later be linked back to those teacher's student records. The data request below includes information that we typically request; if you have any questions, please contract Dereck Walcott, Senior Director, Research and Accountability at dwalcott@collegeboard.org.

Student-Level Data Request for APAI: 2011-2012 Thru 2013-2014

Item #	Field Description	Comments
Teacher Information: 2011-2012 Thru 2013-2014		
1	School Year	
2	Term	
3	Teacher Name	
4	Teacher Unique ID number	
5	School number where teaching AP subject(s)	Used to link teachers to students
6	Course code	Used to link teachers to students
7	Course section	Used to link teachers to students
8	Course description	
Student Course Transcript Information: 2011-2012 thru 2013-2014		

Item #	Field Description	Comments
9	School Year	
10	Term	
11	Unique student id number	
12	Grade Level	
13	School Number where enrolled for AP course (s)	Used to link students to teachers
14	Course code	Used to link students to teachers
15	Course section	Used to link students to teachers
16	Credits Attempted	
17	Credits Earned	
18	Course Grade	
Student Enrollment and Demographics: 2011-2012 thru 2013-2014		
19	Unique student id number	
20	School where enrolled	
21	Grade Level	
22	Gender	
23	Racial/Ethnic Category	
24	English Language Learners status	
25	Lunch Status	
26	Special Ed (Disability) Status	
Student Assessments: College Level Exam/Tests Scores 2010-2011 thru 2013-2014		
27	Unique student id number	
28	Test Date	
29	Test Name	
30	Test (PSAT, SAT, & AP)	
31	Test Scores	
Student Assessments - Grade 8 MSA: 2010-2011 thru 2011-2012		
32	School Year	
33	Unique student id number	
34	Test grade level	
35	Test name	CST
36	Test Subject	English, math, and science
37	Scale Score	
38	Achievement (Performance/proficiency) level	

Client shall be responsible for confirming that the duration, scope, and dates of the agreed upon professional services are in compliance with applicable local, state, and federal statutes and regulations, applicable standards of relevant national professional associations, and applicable collective bargaining agreements.

The College Board reserves the right to change the Implementation Information at any time. In the event the College Board does not receive the information required under this section within said time frame, the College Board may or may not furnish a phase. If the College Board furnishes the phase, then the quality may be affected, and the College Board shall not be responsible for any problems, issues or effectiveness of the Services based on Client's failure to provide such information on a timely basis.



AP Achievement Institute – Reinforcing Expectations for Rigor

Institute Description and Objectives

The College Board has designed an AP Achievement Institute for classroom instructors as well as administrative leadership of high schools where open access to the Advanced Placement (AP) program has resulted in lower percentages of AP exam scores in the 3-5 range. This institute is designed to assist educators in meeting the increasing demands that academically diverse AP students pose for teachers and administrators. It is designed to support schools that are committed to preserving open access to AP by identifying strategies for both administrators and teachers to overcome potential barriers to the success of students who may have been underprepared for the rigorous expectations of an AP course.

The AP Achievement Institute includes two components, one for administrators and one for teachers. Participating schools are required to send teams consisting of the principal and AP teachers of specific courses. Teacher participants will learn strategies to meet the needs of an increasingly heterogeneous pool of AP students. Administrator participants will develop strategies to build and strengthen the infrastructure to support AP students and teachers. Follow-up sessions will support leadership of an AP program and classroom implementation of strategies that meet needs of a heterogeneous pool of AP students.

Audience:

- AP Teachers in the following courses who have previously attended an AP Summer Institute: English Language and Composition, English Literature and Composition, U.S., World, European History, and Human Geography
- High school principals and assistant principals; AP Coordinators; district curriculum leaders

Length of Institute: 4 days initial delivery and 3 days follow-up during the school year for teachers
2 days initial delivery and 3 days follow-up during the school year for administrators

Objectives:

- Develop administrators' strategies for effective leadership of a successful AP experience for all students in an open access AP program
- Develop teachers' instructional practices that support a successful AP experience for all students in an open access AP program
- Reinforce consistent expectations and strategic approaches to the teaching of common skills (e.g., reading and writing)
- Focus on differentiation and scaffolding strategies to help students access the rigor required for AP success
- Analyze data as a tool to inform instruction
- Examine how school-based teams contribute to improved achievement and enhanced AP programs



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2012

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

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

PRODUCER ECBM LP 300 Conshohocken State Rd Suite 405 West Conshohocken PA 19428	CONTACT NAME: Vicki Smith	
	PHONE (A/C, No, Ext): (610) 668-7100 FAX (A/C, No): (610) 667-2208 E-MAIL ADDRESS: vsmith@ecbm.com PRODUCER CUSTOMER ID #: 00002009	
INSURED College Entrance Examination Board, DBA: The College Board 45 Columbus Avenue New York NY 10023-6992	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Charter Oak Fire Insurance	25615
	INSURER B: Travelers Indemnity Co. of CT	25682
	INSURER C: American Ins. Co.	21857
	INSURER D: Ace American Ins. Co.	22667
	INSURER E: Federal Insurance Co.	20281
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 12-13 M ALL

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		630-1A765942	6/1/2012	6/1/2013	MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/>						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COM/POP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS			BA-1A783185-12	6/1/2012	6/1/2013	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 25,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 25,000,000
	<input type="checkbox"/> DEDUCTIBLE			SU04894378	6/1/2012	6/1/2013	\$
	<input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)		<input type="checkbox"/> Y/N	UB-1A786789 CA Only	6/1/2012	6/1/2013	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-1A790404 All States	6/1/2012	6/1/2013	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions			EON G23660738 005	6/1/2012	6/1/2013	Each Wrongful Act/Agg \$2,000,000
E	Fiduciary			7937-63-81	6/1/2012	6/1/2013	Each Loss/Aggregate \$1,000,000

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

Re: AP Achievement Institute 6/19/12-6/30/13 - Oakland Unified School District is included as additional insured on the General Liability per Endorsement Form #CG D1 44 01/96 & Form #CG F2 04 11/03 (attached) as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District 1025 Second Avenue Oakland, CA 94606	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 Joyce Shefsky/SMIVIC

ACORD 25 (2009/09)
INS025 (200909)© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

EPLS

Excluded Parties List System



Search - Current Exclusions

- > [Advanced Search](#)
- > [Multiple Names](#)
- > [Exact Name and SSN/TIN](#)
- > [MyEPLS](#)
- > [Recent Updates](#)
- > [Browse All Records](#)

View Cause and Treatment Code Descriptions

- > [Reciprocal Codes](#)
- > [Procurement Codes](#)
- > [Nonprocurement Codes](#)

Agency & Acronym Information

- > [Agency Contacts](#)
- > [Agency Descriptions](#)
- > [State/Country Code Descriptions](#)

OFFICIAL GOVERNMENT USE ONLY

- > [Debar Maintenance](#)
- > [Administration](#)
- > [Upload Login](#)

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : The College Board
As of 14-Sep-2012 4:26 PM EDT
[Save to MyEPLS](#)

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > [Search Help](#)
- > [Advanced Search Tips](#)
- > [Public User's Manual](#)
- > [FAQ](#)
- > [Acronyms](#)
- > [Privacy Act Provisions](#)
- > [News](#)
- > [System for Award Management \(SAM\)](#)

Reports

- > [Advanced Reports](#)
- > [Recent Updates](#)
- > [Dashboard](#)

Archive Search - Past Exclusions

- > [Advanced Archive Search](#)
- > [Multiple Names](#)
- > [Recent Updates](#)
- > [Browse All Records](#)

Contact Information

- > [For Help: Federal Service Desk](#)

EPLS

Excluded Parties List System



Search - Current Exclusions

- > [Advanced Search](#)
- > [Multiple Names](#)
- > [Exact Name and SSN/TIN](#)
- > [MyEPLS](#)
- > [Recent Updates](#)
- > [Browse All Records](#)

View Cause and Treatment Code Descriptions

- > [Reciprocal Codes](#)
- > [Procurement Codes](#)
- > [Nonprocurement Codes](#)

Agency & Acronym Information

- > [Agency Contacts](#)
- > [Agency Descriptions](#)
- > [State/Country Code Descriptions](#)

OFFICIAL GOVERNMENT USE ONLY

- > [Debar Maintenance](#)
- > [Administration](#)
- > [Upload Login](#)

EPLS Search Results

Search Results for Parties Excluded by

Individual : Gail Mitchum
As of 14-Sep-2012 4:28 PM EDT
[Save to MyEPLS](#)

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > [Search Help](#)
- > [Advanced Search Tips](#)
- > [Public User's Manual](#)
- > [FAQ](#)
- > [Acronyms](#)
- > [Privacy Act Provisions](#)
- > [News](#)
- > [System for Award Management \(SAM\)](#)

Reports

- > [Advanced Reports](#)
- > [Recent Updates](#)
- > [Dashboard](#)

Archive Search - Past Exclusions

- > [Advanced Archive Search](#)
- > [Multiple Names](#)
- > [Recent Updates](#)
- > [Browse All Records](#)

Contact Information

- > [For Help: Federal Service Desk](#)

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

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

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

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the 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: Results page of the Excluded Party List (https://www.epls.gov/epls/search.do)
	<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. (Ref. to Section 10 of the Contract)

OUUSD Staff Contact Emails about this contract should be sent to: (required) Cleo.Protopapas@ousd.k12.ca.us

Contractor Information

Contractor Name	The College Board	Agency's Contact	Gail Mitchum		
OUUSD Vendor ID #	V024969	Title	Director, EXCEerator Planning, Ops. & Admin.		
Street Address	3700 Crestwood Pkwy.	City	Duluth	State	GA Zip 30096
Telephone	(770) 225-4015	Email (required)	gmitchum@collegeboard.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	06/19/2012	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 100.00	Number of Hours (required)	800.00		

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
5846	Investing in	9645846201	5825	\$ 80,000.00
	Innovation		5825	\$
			5825	\$
Requisition No. (required)	R0300313		Total Contract Amount	\$ 80,000.00

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Cleo Protopapas	Phone	(510) 273-0436
	Site / Department	High School Network		Fax	(510) 273-4038
	Signature			Date Approved	10-5-12
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
3.	Regional Executive Officer				
	<input checked="" 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
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
	Signature				Date Approved
5.	Superintendent, Board of Education Signature on the legal contract				
Legal	Required if not using standard contract	Approved			Denied - Reason
Procurement	Date Received		PO Number		Date

225