

Board Office Use: Legislative File Info.	
File ID Number	20-00660
Introduction Date	2/12/2020
Enactment Number	20-0203
Enactment Date	2/12/2020 If



Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent

Board Meeting Date 2/12/2020

Subject Professional Services Contract including Scope of Work
Contractor: WestEd
Services For: Implement Academic Parent Teacher Teams (APTT) Programs

Action Requested and Recommendation Approval by the Board of Education of Professional Services Contract including Scope of Work between the District and WestEd, for the latter to provide Training to staff and parents in order to establish and maintain Academic Parent Teacher Team (APTT) programs in support of student learning and parent leadership.

for the period of 10/1/2019 through 06/30/2020 in an amount not to exceed \$64,000.00.

Background
(Why do we need these services? Why have you selected this vendor?)

Contractor will recognize what families need to know and train them on how to do meaningfully engagement in supporting of their student's learning and help them to become confident delivering the APTT Essential Elements. Contractor will create clear alignment with skills, data, and activities as it relates to grade level priorities and build genuine relationships with families that lead to partnerships. Contractor will identify and select teacher leaders as family engagement champions to support growth and sustainability of best practices and to mentor new and developing colleagues. Contractor will identify, develop, and support parent leaders to be thought partners in decision making.

Competitively Bid Was this contract competitively bid? No
If no, exception: Professional Services Agreement of less than \$92,600

Fiscal Impact Funding resource(s): School Improvement Grant

Attachments ● Professional Services Contract including Scope of Work

Board Office Use: Legislative File Info.	
File ID Number	20-0066
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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2019-2020

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

1. **Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
2. **Term:** The term of this Agreement shall be from 10/1/2019 to 6/30/2020. The work shall be completed no later than 6/30/2020.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Sixty-Four Thousand Dollars (\$64,000.00). 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.

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

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

4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
5. **CONTRACTOR Qualifications / Performance of Services:**
 1. **CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services identified in 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.
 2. **Standard of Care:** CONTRACTOR represents 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 and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - i. CONTRACTOR shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
 - ii. CONTRACTOR shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that CONTRACTOR or its employees may discover. CONTRACTOR shall use professional efforts in identifying any errors, inconsistencies, or omissions.
 3. **District Approval.** The work completed herein must meet the approval of OUSD and shall be subject to OUSD's general right of inspection and supervision to secure the satisfactory completion thereof.
6. **Certificates/Permits/Licenses/Registration:** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.
7. **Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service,

name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.

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

OUSD Representative:

Name: Elizabeth Henry
Site /Dept.: School Improvement Grant (SIG)
Address: Oakland, CA
Phone: (510) 879-2278
Email: Elizabeth.henry@ousd.org

CONTRACTOR:

Name: Virgilio F. Tinio, Jr.
Title: Director of Contracts & Grants
Address: 730 Harrison Street
San Francisco, CA 94107
Phone: (415) 615-3136
Email: contracts@wested.org

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

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. 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 (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of the Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
13. **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.

14. Termination:

1. **For Convenience by OUSD:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
2. **With Cause by District.** OUSD may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - i. material violation of this Agreement by the CONTRACTOR; or
 - ii. any act by CONTRACTOR exposing OUSD to liability to others for personal injury or property damage; or
 - iii. CONTRACTOR is adjudged bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONTRACTOR's insolvency.

Written notice by OUSD shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, OUSD may secure the required Services from another CONTRACTOR. If the expense, fees, and/or costs to OUSD exceeds the cost of providing the Services pursuant to this Agreement, CONTRACTOR shall pay the excess expense, fees, and/or costs to OUSD upon the receipt of OUSD's notice of these expense, fees, and/or costs. If the cost of completion of the required services to OUSD exceeds the portion of the Agreement price budgeted for that scope of work [or other price/however allocated] and the actual cost of completion to OUSD. Notwithstanding the foregoing, in no event shall CONTRACTOR's liability for additional completion cost exceed twenty percent (20%) of the anticipated cost budgeted for that portion of the Agreement scope of work. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to OUSD.

Upon termination, CONTRACTOR shall provide OUSD with all documents newly produced by CONTRACTOR pursuant to this Agreement, whether or not such documents are final or draft documents.

15. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:

1. **Tuberculosis Screening:** The parties do not anticipate that CONTRACTOR will be working at OUSD sites for more than six hours at a time. Therefore, tuberculosis screening requirements shall not apply to CONTRACTOR's services under this Agreement. If, at a later time, OUSD, in its sole discretion, determines that CONTRACTOR will be working at OUSD sites for more than six hours, OUSD shall provide CONTRACTOR with written notice, effective the next business day after delivery to CONTRACTOR, that prior to performing any further services, CONTRACTOR must comply with the tuberculosis screening requirements of OUSD. At that point, CONTRACTOR will be required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR will affirm that each employee has current proof of negative TB testing on file and TB results will be monitored.
2. **Fingerprinting of Employees and Agents.** The Parties do not anticipate that there will be substantial contact between CONTRACTOR's employees, subcontractors, or agents ("Employees") and OUSD pupils. Therefore, Education Code section 45125.1 shall not apply to CONTRACTOR's services under this Agreement. If, at a later time, OUSD, in its sole discretion, determines that there will be substantial contact between CONTRACTOR's Employees and OUSD pupils, OUSD shall provide CONTRACTOR with written notice, effective the next business day after delivery to CONTRACTOR, that prior to performing any services during which there will be substantial contact with OUSD pupils, CONTRACTOR must comply with the fingerprinting and criminal background investigation requirements of Education Code section 45125 and make the following certification to OUSD: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this Agreement."

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

16. **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.
17. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate CONTRACTOR and 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).

18. **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.
19. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
20. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.



Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov>).
22. **Severability:** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
23. **Provisions Required By Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
24. **Captions and Interpretations:** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
25. **Calculation of Time:** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
26. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all new matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD (specifically excluding any underlying pre-existing intellectual property). OUSD may, with CONTRACTOR's prior written consent, use CONTRACTOR's name as the author of the matters, in conjunction with the use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All newly produced works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. Notwithstanding the foregoing, any and all pre-existing matters used in the performance of this Agreement shall remain the CONTRACTOR's property, or, if licensed to CONTRACTOR, the licensor's property. Neither Party may claim by virtue of this Agreement any right, title, or interest in any pre-existing Intellectual Property owned or controlled by the other Party.
27. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
28. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

Professional Services Contract

29. **Incorporation of Recitals and Exhibits:** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
30. **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.
31. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
32. **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.
33. **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.
34. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.
35. **Indemnification:** To the furthest extent permitted by California law, CONTRACTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of or in any way related to CONTRACTOR's performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend the Indemnified Parties from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of or in any way related to the performance of this Agreement. CONTRACTOR shall, to the fullest extent permitted by California law, defend the Indemnified Parties at CONTRACTOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend the Indemnified Parties. CONTRACTOR shall not defend, indemnify, or hold harmless OUSD, its elective board, officers, agents, and employees from and against any actions, claims, or proceedings arising out of the sole direct or indirect conduct of OUSD, its elected board, officers, agents and employees. This provision survives termination of this Agreement.
36. **Contract Publicly Posted:** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
37. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

 2/13/2020
 President, Board of Education Date
 Superintendent
 Chief or Deputy Chief
 2/13/2020
 Secretary, Board of Education Date

CONTRACTOR

Virgilio F. Tinio, Jr. Nov 27, 2019
Virgilio F. Tinio, Jr. Nov 27, 2019
 Contractor Signature Date
Virgilio F. Tinio, Jr., Director of Grants
 Print Name, Title


OAKLAND UNIFIED SCHOOL DISTRICT
 Office of the General Counsel
 APPROVED FOR FORM & SUBSTANCE
 By:  11/19/19
 Joshua R. Daniels, General Counsel

EXHIBIT "A" SCOPE OF WORK

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

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

Recognize what families need to know and be able to do to be meaningfully engaged in supporting student learning. Become confident delivering the APTT Essential Elements. Create clear alignment with skills, data, and activities as it relates to grade level priorities. Build genuine relationships with families that lead to partnerships. Identify and select teacher leaders as family engagement champions to support growth and sustainability of best practices and to mentor new and developing colleagues. Identify, develop, and support parent leaders to be thought partners in decision making

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.

APTT Implementation Outcomes

By the end of the year, school leaders and teachers will:

1. Recognize what families need to know and be able to do to be meaningfully engaged in supporting student learning
2. Become confident delivering the APTT Essential Elements
3. Create clear alignment with skills, data, and activities as it relates to grade level priorities
4. Build genuine relationships with families that lead to partnerships
5. Identify and select teacher leaders as family engagement champions to support growth and sustainability of best practices and to mentor new and developing colleagues
6. Identify, develop, and support parent leaders to be thought partners in decision making

3. **Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required) – 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.

June 13, 2019

Shelley McCray
Principal
Lockwood Elementary School
6701 International Blvd.
Oakland, CA 94621

Thank you for the invitation to partner with Lockwood Elementary, to support implementation of the Academic Parent-Teacher Teams (APTT) model of family engagement. We are excited by the opportunity to work with you and your team to support your school as they grow in this practice of meaningful family engagement to drive student learning and achievement.

About WestEd

WestEd (www.wested.org) is a preeminent educational research, development, and service organization with 700 employees and 15 offices nationwide. WestEd has been a leader in moving research into practice by conducting research and development programs, projects, and evaluations; by providing training and technical assistance; and by working with policymakers and practitioners at state and local levels to carry out large-scale school improvement and innovative change efforts. WestEd's mission—to work with education and other communities to promote excellence, achieve equity, and improve learning for children, youth, and adults—is addressed through a full range of projects.

About the APTT Model of Family Engagement

Academic Parent-Teacher Teams is a model of family engagement that is grounded in the notion that schools can thrive when families and teachers work together, as genuine partners, to maximize student learning inside and outside of school. The model is research-based and aligns grade-level learning concepts, student performance data, and family-teacher communication and collaboration.

The APTT model supplements and elevates the efforts of traditional parent conferences by expanding opportunities for families and teachers to collaborate. This format creates a systematic pathway for teachers to share grade-level information, tools, and strategies that families can apply at home and in the community to accelerate students' learning. By implementing APTT, schools take responsibility for engaging in a collaborative process to build strong relationships with families and empowering their students' families to make concrete contributions to student growth and achievement.

The APTT Model Structure



APTT Implementation Outcomes

By the end of the year, school leaders and teachers will:

1. Recognize what families need to know and be able to do to be meaningfully engaged in supporting student learning
2. Become confident delivering the APTT Essential Elements
3. Create clear alignment with skills, data, and activities as it relates to grade level priorities
4. Build genuine relationships with families that lead to partnerships
5. Identify and select teacher leaders as family engagement champions to support growth and sustainability of best practices and to mentor new and developing colleagues
6. Identify, develop, and support parent leaders to be thought partners in decision making

Scope of Work

WestEd Training and Support Services	
Initial Training	
Visit 1	<ul style="list-style-type: none"> ● Initial one-day training for teachers and administrators participating in the project, including front office staff <ul style="list-style-type: none"> ○ Participants will gain a deep understanding of the APTT model and essential elements; they will also explore the shift from parent involvement to family engagement ○ Participants will develop facilitation skills that support engaging, dynamic, and collaborative learning environments with families ○ Participants will develop common language around the purpose and definition of meaningful family engagement and extended learning ○ Participants will make connections between family engagement, student achievement, and school improvement
APTT Team Meeting 1	
Visit 2	<ul style="list-style-type: none"> ● Grade Level Teacher Planning Support for all implementing grades <ul style="list-style-type: none"> ○ Support teachers' development of meeting readiness for families; align skill selection, assessment, and practice activities ○ Support teachers and school leaders as they create a differentiated outreach plan that meets the needs of each family ● Planning and Technical Assistance with Principal, APTT Teacher Leader, and Instructional Coach <ul style="list-style-type: none"> ○ Collaboratively plan steps and strategies toward a sustainable system-wide design of family engagement efforts that are integrated, systematic, and inclusive of all families and school staff

APTT Team Meeting 2	
Visit 3	<ul style="list-style-type: none"> ● Grade Level Teacher Planning Support for all implementing grades <ul style="list-style-type: none"> ○ Support teachers' development of meeting readiness for families; align skill selection, assessment, and practice activities ○ Support teachers and school leaders as they create a differentiated outreach plan that meets the needs of each family ● Planning and Technical Assistance with Principal, APTT Teacher Leader, and Instructional Coach <ul style="list-style-type: none"> ○ Collaboratively plan steps and strategies toward a sustainable system-wide design of family engagement efforts that are integrated, systematic, and inclusive of all families and school staff

Partner Expectations

Successful completion of the above services and activities requires a strong commitment from our partners and includes the following expectations:

- School leaders participate in professional learning, and APTT classroom observations and debrief sessions
- Calendaring all meeting dates and arranging related logistics for each meeting with the WestEd staff
- Preparing all internal communications
- Completing agreed-upon preplanning activities to support and inform consultation/planning meetings with WestEd staff
- Completing all follow-up activities that are determined as a result of each consultation/planning session

Anticipated Timeline

The outlined assistance will commence and conclude within an agreed-upon timeframe. Services will commence on August 1, 2019 and will conclude on or before June 30, 2020.

Total Cost of Project: \$24,500

Our fee for the proposed assistance includes all project staff time, travel, and materials.

Payment Schedule

This is a Fixed Price contract with 50% payment due upon the execution of the contract and the remaining 50% due upon completion of services.

If a contract is not in place prior to the start of the work, we will need correspondence showing strong intent to issue a contract, confirmation of the start date of the project, and when the contract will be fully executed. If a contract is not in place within 60 days of the start date of the project, all work will stop until a fully executed contract is in place. Please keep this in mind if this contract needs to go through board approval.

Contact Information

WestEd Project Director	WestEd Contracts	Funder Contact
Maria Paredes APTT Manager 1000 G Street, Suite 500 Sacramento, CA 95814 480.823.9425 mparede@wested.org	Virgilio F. Tinio, Jr. Director of Contracts & Grants 730 Harrison Street San Francisco, CA 94107 415.615.3136 contracts@wested.org	Shelley Hawkins-McCray Principal – Lockwood Elementary School 6701 International Blvd Oakland, CA 94621 510.421.1942 (cell) 510.636.0520 (site) www.ousd.org s.hawkins-mccray@ousd.org

Contract Negotiations

If you wish to contract with WestEd, all contract negotiations will go through Virgilio Tinio, Jr. (contracts@wested.org). WestEd will automatically draft a contract. Please alert us immediately if you will be drafting the contract instead or if you need changes to the payment schedule.

We appreciate the confidence you have in our team and look forward to working with you on the upcoming project. If you have questions about our proposal, please contact Maria Paredes at mparede@wested.org or 480-823-9425.

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PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2019-2020

Basic Directions

Additional directions and related documents are on the Contracts Website (intranet)

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

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and Talent Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

Attachment
Checklist

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

Contractor Information

Contractor Name	WestEd	Contractor's Contact	Virgillio Tinio, Jr.		
OUSD Vendor ID #	004597	Title			
Street Address	730 Harrison Street	City, State	San Francisco	Zip Code	94107
Telephone	415-615-3136	Email (required)	contracts@wested.org		
Contractor History	Previously been an OUSD contractor? Yes		Worked as an OUSD employee? No		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated Start Date	1/1/2020	Date Work Will End	6/30/2020	Other Expenses	\$0.00
Pay Rate Per Hour (required)	\$0.00	Number of Hours (required)			


Requisition No.	Budget Number	Resource Name	Amount
VR20-02126	Program 3184 - Resource 3180	SIG Grant	\$ 32,000.00
VR20-02187	Program 3184 - Resource 3180	SIG Grant	\$ 25,000.00
			\$ 0.00
			\$ 0.00
Total Contract Amount			\$ 57,000.00

OUSD Contract Originator Information

Name of OUSD Contact	Shelley McCray	Email	latashi.russell@ousd.org		
Site/Dept. Name	Futures Elementary	Site #	123	Phone	510-879-2278

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.

1.	Administrator / Manager (Originator) Name	Elizabeth Henry	Phone	510-879-2278	Fax	
	Site/Department (Name & #)	School Improvement	Date Approved	12/1/19		
	Signature		<input checked="" type="checkbox"/> Administrator verifies vendor is not excluded on https://www.sam.gov/			
2.	Resource Manager Type of Funds: <input type="checkbox"/> Restricted <input type="checkbox"/> Unrestricted <input type="checkbox"/> Grant					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)					
	Signature	Date Approved				
3.	Network Superintendent/Executive Director					
	Signature	Date Approved	12/1/19			
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ 92,600					
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
	Signature	Date Approved	12/20/19			
5.	Superintendent, Board of Education Signature on the legal contract					
Legal Required if not using standard contract	Approved	Denied - Reason			Date	
Procurement	Date Received	PO Number				