

Board Office Use: Legislative File Info.	
File ID Number	14-0860
Introduction Date	5/28/14
Enactment Number	14-0880
Enactment Date	5/28/14



**OAKLAND UNIFIED SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

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

**Board Meeting Date**  
*(To be completed by Procurement)* \_\_\_\_\_

**Subject** Professional Services Contract -  
Developmental Studies Center Emeryville CA (contractor, City State)  
950-State & Federal Programs for 720- Oakland Hebrew Day (site/department)

**Action Requested** Ratification of a professional services contract between Oakland Unified School District and Developmental Studies Center Emeryville CA. Services to be primarily provided to 950-State & Federal Programs for 720- Oakland Hebrew Day for the period of 05/01/2014 through 06/30/2014.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*  
 OUSD is required by federal law to allow private non-profit schools to participate in the OUSD Title II Part A Program. Schools that choose to participate are provided with "fair and equitable" Title II Part A services after they have complied with program requirements. After consultation with the private school to reach agreement on the type of professional development services to be provided, the OUSD Private Schools Program administers the agreed upon professional development services.

**Discussion**  
*One paragraph summary of the scope of work.*  
 The consultant will provide professional development services for school site instructional and administrative staff. The consultant will provide ongoing professional development services that will enable teachers to provide a more effective instructional program and improve student academic achievement in curriculum areas of Reading Language Arts, Reading, and/or Mathematics.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Developmental Studies Center Emeryville CA. Services to be primarily provided to 950-State & Federal Programs for 720- Oakland Hebrew Day for the period of 05/01/2014 through 06/30/2014.

**Fiscal Impact** Funding resource name (please spell out) Title IIA  
not to exceed \$6,153.00

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

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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between the Oakland Unified School District (OUSD) and Developmental Studies Center Emeryville CA (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 05/01/2014, 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 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Six Thousand, One Hundred Fifty-Three Dollars (\$ 6,153.00 ). 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: N/A

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:* N/A which shall not exceed a total cost of \$ 0.00.
- CONTRACTOR Qualifications / Performance of Services.**

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

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

- 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: Mildred Otis  
Site /Dept.: 950-State & Federal Programs for 720- Oakland Hebrew Da  
Address: 1000 Broadway Suite 450  
Oakland, CA 94607  
Phone: 510-879-1053

CONTRACTOR:

Name: Developmental Studies Center Emeryville CA  
Title: Manager of Professional Development  
Address: 1250 53rd St. Suite 3  
Emeryville CA 60601  
Phone: 702-290-2085

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

8. Invoicing

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

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
  - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
  - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.
9. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

10. Insurance:

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

Check one of the boxes below:

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

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

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

OR

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

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

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: W
- 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/eplsearch.do>)

Summary of terms and compensation:

Anticipated start date: 05/01/2014 Work shall be completed by: 06/30/2014 Total Fee: \$ 6,153.00

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

Contractor Signature

Print Name, Title

4/30/14  
Date

5/28/14  
Date

4.23.14  
Date

Christine Venturris  
Manager of Professional Development

**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 consultant will provide professional development services for school site instructional and administrative staff. The consultant will provide ongoing professional development services that will enable teachers to provide a more effective instructional program and improve student academic achievement in curriculum areas of Reading Language Arts, Reading, and/or Mathematics.

**SCOPE OF WORK**

Developmental Studies Center Emeryville CA will provide a maximum of 12 hours of services at a rate of \$512.75 per hour for a total not to exceed \$ 6,153.00. Services are anticipated to begin on 05/01/2014 and end on 06/30/2014.

**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.

Please See Attached Scope Of Work.

**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.

Title II, Part A, Teacher and Principal Training and Recruiting is a federal categorical program. The purpose of Title II , Part A is to increase the academic achievement of all students by helping schools and districts improve teacher and principal quality through professional development and other supporting activities. As a result of receiving Title II Part A Program services, the principal and/or teachers on staff at this specific non-profit private school located in Oakland will improve their understanding and application of specific skills that support the implementation of effective instructional strategies and techniques and/or school administration and leadership. The activities and support provided to the teachers and/or principal will result in an improvement of the instructional program at the school. This improvement in the instructional program will enable students to be more fully engaged and successful in school. Students will have improved school attendance which supports gains in performance in core academic areas and successful ongoing completion of successive grade levels which results in graduation from high school.

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

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core    | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health          | <input type="checkbox"/> Safe, healthy and supportive schools                           |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input checked="" type="checkbox"/> Accountable for quality                             |
| <input checked="" type="checkbox"/> High quality and effective instruction      | <input type="checkbox"/> Full service community district                                |

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

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required) – Action Item Number: \_\_\_\_\_**
  - 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.**
-

# Developmental Studies 2013-14 Scope of Work

**Contractor Name:** Developmental Studies Center

**School Name:** Oakland Hebrew Day School

Consultant will provide a maximum of 12 hours of service at the rate of \$512.75 per hour for a total not to exceed \$ 6,153.00.

## **Nature of Work:**

Developmental Studies will provide professional development services for the school site instructional and administrative staff. The consultant will provide ongoing professional development services that will enable teachers to provide a more effective instructional program and improve the student academic achievement in curriculum areas of Reading, Language Arts, Mathematics and /or Science and Social Studies.

## **Provide professional development program with focus on:**

- Assist all teachers with classroom management methods.
- Strategies for new teachers in the areas of communicating and conferencing with parents.
- Instructional strategies and techniques the areas of organization of time and materials.
- Strategies in the areas of lesson plans and curriculum mapping
- Using assessment data to improve instruction.

## **Program will include:**

- Classroom observations and coaching sessions with follow-up conferences.
- Presentations at staff meetings
- Small group work with selected teachers.

## **Deliverables:**

- Provide information and guidance for implementing curriculum mapping
- Provide information and guidance for implementing effective classroom management practices.
- Provide information and guidance for improvement of instructional practices Provide information and guidance for improving communication skills
- Meet with the Principal to discuss professional development programs.
- Provide individual teachers with ongoing training and support (as needed)

## **Goals:**

Teachers gain a better understanding of effective instructional program

- Classroom management
- Curriculum mapping
- Use of data to design instruction
- Use of effective strategies and techniques



- **CAIS**—California Association of Independent Schools annual conference
- **Adoption of Charlotte Danniellson rubrics** and professional goal setting process
- **CCS and NETS focus work** - to take place at monthly faculty meetings in collaborative groups
- **Paired Learning training** with Orit Kent and Allison Cook of Brandeis
- **Lesson Study training** through Developmental Studies Center (to support process of teachers working together to improve instructional techniques)

#### **Core subject areas:**

- **Coursework** (in-class and on-line) for training and credentialing
- **Math workshops** (such as: Singapore Math trainings, CORE trainings, both on and off site)
- **Science workshops** (such as: Exploratorium trainings, Design Thinking through Stanford D School)
- **Language Arts workshops**(such as: Junior Great Books consultation day and webinars, SIPPS trainings, paired learning training with Orit Ken and Allison Cook of Brandeis)

#### **Differentiated instruction:**

- **CORE** (focus on reaching needs of all math learners through emphasis on mathematical discourse)
- **Junior Great Books** (how to stretch thinking with advanced readers)

#### **Technology integration:**

- **iTeach 2014** – i pad intensive workshop for teachers at San Domenico
- **iPad2.0 Seminar** - for teachers with some background at Hillbrook School

#### **Social/Emotional Learning**

- **Girls Leadership Institute** work with girls in grades 6-8 and their teachers with Debbie Weinstein (who received training in May 2013 through OUSD grant)
- **Caring School Community training** with trainer Amy Schoenblum
- **Paired Learning training** with Orit Kent and Allison Cook of Brandeis

### **Evaluation**

- Participants will share what they have learned with colleagues by presenting formally at faculty meetings and informally through 1-on-1 discussions.
- Directors will talk with faculty about what was learned, and observe impact on classroom instruction.
- Regular surveys will be conducted with faculty regarding effectiveness of staff development

# Search Results

## Current Search Terms: developmental\* studies\* center\*

Your search for "Developmental\* Studies\* Center\*" returned the following results...

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	<b>DEVELOPMENTAL STUDIES CENTER</b>	Status: <b>Active</b>
<b>DUNS: 112716972</b>	<b>CAGE Code: 33JD0</b>	View Details
<b>Has Active Exclusion?: No</b>	<b>DoDAAC:</b>	
<b>Expiration Date: 05/29/2014</b>	<b>Delinquent Federal Debt? No</b>	

### Glossary

#### Search

#### Results

Entity

Exclusion

#### Search

#### Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.1576.20140418-1421

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



## Search Results

**Current Search Terms: patterson\* cunningham\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

**No records found for current search.**

### Glossary

#### Search Results

Entity  
Exclusion

#### Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.1676.20140418-1421

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



## Search Results

**Current Search Terms: christine\* venturis\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.  
**No records found for current search.**

### Glossary

#### Search Results

Entity

Exclusion

#### Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.1676.20140418-1421

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HOME / ABOUT US

## Who We Are

Developmental Studies Center (DSC) is a nonprofit educational publisher dedicated to children’s academic, ethical, and social development.

We believe that all children, regardless of gender, race, ethnicity, or economic status, should be able to grow to their fullest potential—academically, ethically, socially, and emotionally. This is essential for a humane, just, and productive democracy. Our path to this goal is through helping schools and after-school programs to become caring, inclusive “communities” and stimulating, supportive places in which to learn.



### Our Work

Since 1980, we have conducted research and developed school-based and after-school programs that help children achieve academically and develop socially. Our programs help build children’s capacity to think clearly and critically while simultaneously deepening their commitment to the values of kindness, helpfulness, personal responsibility, and respect for others.

### Our Supporters

Since 1980 our work has been generously supported by grants from more than **40 foundations and governmental agencies**. Those grants have enabled us to incorporate rigorous cycles of pilot testing, field testing, evaluation, and revision into the development of our programs.

### Our Partners

Our work involves very close, long-term collaborations with schools and districts across the country, and with **after-school organizations** such as the YMCA of the USA and the Boys & Girls Clubs of America. These partnerships help to ensure that our programs are practical and feasible to implement, and that they are effective with diverse students in a broad range of settings.

Follow us on Twitter: <http://twitter.com/TheDSCWay>

Become a Fan on Facebook: <http://www.facebook.com/TheDSCWay>

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## Program Principles

In order to help educators and youth workers meet students' fundamental needs for belonging, autonomy, and competence as well as physical and psychological safety, our programs must:

### Set high expectations for all children.

Our programs are designed to be both challenging and supportive, and sufficiently flexible to meet each child's particular needs. Why? Like adults, children vary with respect to strengths, talents, and interests. But it is critical that all of them be actively encouraged, and helped, to become as knowledgeable, thoughtful, principled, and caring as possible.



### Provide important and engaging learning opportunities.

With our programs, we strive to create learning opportunities that, because they are simultaneously important and engaging, build children's intrinsic motivation and love of learning as they prepare them for the road ahead. Why? All students need learning opportunities that are important—that help them build the skills, knowledge, and commitments they will need to fulfill their later roles and responsibilities. At the same time, those learning opportunities must be engaging—that is, they must connect to students' personal concerns and current interests, so that they will have purpose and meaning.

### Create a caring community of learners.

Our programs are designed to create school and after-school communities, and thereby to provide the close relationships that are prerequisites to learning, and the experience of supporting and being supported by the community's other members. Why? Children need to be part of "a caring community of learners"—to experience being a valued, influential contributor to a group that is dedicated to the well being of all its members.

So that our programs will be feasible and effective when implemented, we put great effort into shaping them so that they:

### Systematically scaffold teachers' learning.

We deliberately structure and sequence our programs to guide teachers' learning as well as students' learning. This enables us to help inexperienced as well as veteran teachers to become proficient in the use of increasingly complex teaching methods. The methods and patterns of instruction in our programs build in complexity and depth across the school year, as well as from lower to higher grade levels.

### Assist the principal in providing effective leadership.

We believe that meaningful school change takes a great deal of effort, time, and support, and that the principal's leadership is key to establishing a shared vision, modeling the values, and mobilizing the resources necessary for effective implementation. Our programs provide various tools that help principals to effectively lead, support, and monitor the program implementation process.

### Tightly align our instructional materials with our professional development services.

We carefully fashion our program materials and professional development services to be seamlessly integrated. Our professional development is provided by educators who themselves are experienced, skilled implementers of our programs. Our workshops and follow-up visits provide both conceptual and practical guidance, and they incorporate opportunities for faculty members to participate actively in refining their own practice.

Download a  
Sample

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## **Bio – Pati Cunningham**

Patterson Haden Cunningham (Pati) is a graduate of James Madison University and earned her M. Ed. at the University of Virginia where she is currently a doctoral candidate in English Education. She began her career as a classroom teacher working with middle school and secondary students teaching language arts, coaching cross country, and serving as a dorm supervisor. In 1999, she founded Renaissance School, an independent, college preparatory high school in Charlottesville, Virginia where she served as Head of School and Chair of the Board for ten years. Since 1997, she has been an Adjunct Professor at the Curry School of Education at the University of Virginia where she teaches both undergraduate and graduate courses in writing instruction and adolescent literature. Her published work has appeared in Blackwater Review, Virginia Writing, and the Southern Poetry Review among others. Pati lives on a farm in Albemarle County, Virginia with her husband, two children, her dogs and her chickens.





**DEVELOPMENTAL  
STUDIES CENTER**

Educating Minds and Hearts™

April 17, 2014

Danielle Patterson  
Compliance Technician  
Special Programs Division  
State & Federal Compliance  
Oakland Unified School District  
Phone: 510-879-1053  
Email: [danielle.patterson@ousd.k12.ca.us](mailto:danielle.patterson@ousd.k12.ca.us)

VIA E-MAIL

Dear Ms. Patterson,

Please accept this letter as verification that Patterson Cunningham, the DSC representative who will be administering the Lesson Study training at the Hebrew Day School, has passed (negative reading) her tuberculosis test and has successfully cleared our criminal history review process.

Please do not hesitate to contact me at 510.533.0213 ext 262 or [jenn\\_corry@devstu.org](mailto:jenn_corry@devstu.org) if you have any further questions.

Sincerely,

Jenn Corry  
Administrative Services Manager

Cc: Barbara Radcliffe  
Melissa Tovaas



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/15/2014

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 LIC #0E77964 Argo Insurance Brokers, Inc. 2300 Contra Costa Blvd Suite 375 Pleasant Hill, CA 94523	1-925-671-5110	CONTACT NAME: Lynette Dupree PHONE (A/C, No, Ext): 925-852-0413 E-MAIL ADDRESS: lynetted@argoinsurance.com FAX (A/C, No): 925-852-0463														
INSURED Developmental Studies Center 1250 53rd St. #3 Emeryville, CA 94608		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: FEDERAL INS CO</td> <td>20281</td> </tr> <tr> <td>INSURER B: REPUBLIC IND CO OF AMER</td> <td>22179</td> </tr> <tr> <td>INSURER C: GREAT AMER ASSUR CO</td> <td>26344</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: FEDERAL INS CO	20281	INSURER B: REPUBLIC IND CO OF AMER	22179	INSURER C: GREAT AMER ASSUR CO	26344	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																

**COVERAGES** CERTIFICATE NUMBER: 39262084 REVISION NUMBER:

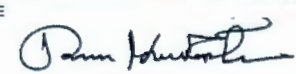
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Employee Benefit Liab</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	35904180	07/28/13	07/28/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73553677	07/28/13	07/28/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			79871870	07/28/13	07/28/14	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			14528315	11/15/13	11/15/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Workers Compensation</b>			617114213	11/15/13	11/15/14	Out of State 1,000,000ea

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

Additional Insured(s): Oakland Unified School District and its employees (including Patterson Cunningham)

Applicable Form(s): 80-02-2000 (4/01)

<b>CERTIFICATE HOLDER</b> Oakland Unified School District 900 High Street Oakland, CA 94606 USA	<b>CANCELLATION</b> 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 
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**Oakland Unified School District  
Purchase Requisition Copy**

**VENDOR ADDRESS:**

DEVELOPMENTAL STUDIES CENTER      V049015  
1250 53RD STREET  
SUITE 3  
EMERYVILLE, CA 94608

ORGANIZATION NAME:  
REQUEST NO.: R0410952  
DATE: 04/21/2014  
EST. DELIVERY DATE: 04/18/2014  
END USE:  
BID NUMBER:  
PO TYPE: CONTRACT

**SHIP TO:**

**CONTACT:**

Item No.	Qty	Units	Description	Org Key	Object	Unit Price	Charges	Tax	Total
0001	1	EA	Ratification of professional services contract between Developmental and OUSD for Title IIA services provided to Oakland Hebrew Day School-720 from 05/1/2014 to 06/30/2014 amount not to exceed \$6,153.10 (Six Thousand, One Hundred Fifty Three Dollars and ten cents). The consultant will provide professional development services for school site instructional and administrative staff. The consultant will provide ongoing professional development services that will enable teachers to provide a more effective instructional program and improve student academic achievement in curriculum areas of Reading Language Arts, Reading, and/or Mathematics.	7204851204	5825	6,153.10	0.00	0.00	6,153.10
<b>PURCHASE REQUISITION TOTAL</b>									6,153.10

THIS IS NOT AN AUTHORIZATION TO PROVIDE GOODS OR SERVICES. A VALID (SIGNED) PURCHASE ORDER MUST BE ISSUED BY THE PURCHASING OFFICE TO AUTHORIZE PROVIDING THE LISTED GOODS OR SERVICES



Danielle Patterson &lt;danielle.patterson@ousd.k12.ca.us&gt;

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## Proposal for Lesson Study

1 message

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**Tania Schweig** <tschweig@ohds.org>

Wed, Mar 26, 2014 at 5:36 PM

To: Mildred Otis &lt;Mildred.otis@ousd.k12.ca.us&gt;, Danielle Patterson &lt;danielle.patterson@ousd.k12.ca.us&gt;

Hi Mildred and Danielle,

For our last amount of money, we would like to bring in Developmental Study Center to do a two-day facilitator training for lesson study. Lesson study is an approach that allows teachers to work closely together to plan, observe and debrief their lessons. It is used widely in Japan and has been seen to make a significant difference in building teacher reflection and instructional skills. This is named in our improvement plan. We do not yet have a date, but I need your initial approval for this work before we hit the April 1 deadline. Also, I believe we go about \$880 above our budget and I need to know how to deal with that.

Scope of Work proposal for Lesson Study

School: Oakland Hebrew Day School

Trainer: Developmental Study Center

Date: TBD, two days in May

Participants: 10 teachers

Cost: \$7059.20 (\$588.25 per hour for 12 hours)

Purpose: Train a group of teacher leaders to facilitate lesson study groups. Teacher leaders would lead lesson study groups over the course of the 2014-2015 school year and beyond. This method holds great promise to build on previous PLC work, increase our instructional effectiveness and strengthen our ability to deliver strong internal professional development.

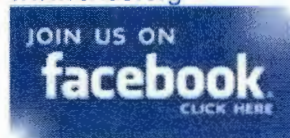
Please let me know if this has preliminary approval. I will then put you in touch with Elaine Farge of DVC. Please see attached sales document.

Thanks,  
Tania



Tania Schweig

510-531-8600

[www.ohds.org](http://www.ohds.org)School videos: <http://www.ohds.org/video.php>**Q32742 Oakland Hebrew Day Sch.pdf**

62K



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2013-2014

## 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

- For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/portal/public/SAM/>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
- For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

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

## Contractor Information

Contractor Name	Developmental Studies Center	Agency's Contact	Christine Venturis			
OUSD Vendor ID #	V049015	Title	Manager of Professional Development			
Street Address	1250 53rd St. Suite 3	City	Emeryville	State	CA	Zip 94608
Telephone	702-290-2085	Email (required)	christine)venturis@devstu.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	05/01/2014	Date work will end	06/30/2014	Other Expenses	\$
Pay Rate Per Hour (required)	\$512.75	Number of Hours (required)	12		

## 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
4035	Title IIA	7204851204	5825	\$ 6,153.00
			5825	\$ 0
			5825	\$ 0
<b>Requisition No. (required)</b>	R0410952		<b>Total Contract Amount</b>	\$ 6,153.00

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

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

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

1.	<b>Administrator / Manager (Originator)</b>	Name	Mildred Otis	Phone	510-879-1053	
	Site / Department	950-State & Federal Programs for 720- Oakland Hebrew Day			Fax	N/A
	Signature				Date Approved	4-24-14
2.	<b>Resource Manager, if using funds managed by:</b>	<input checked="" type="checkbox"/> State and Federal Quality, Community, School Development Family, Schools, and Community Partnerships				
	<input checked="" type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature				Date Approved	4/24/14
3.	<b>Regional Executive Officer</b>	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
	Signature				Date Approved	
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>	Consultant Aggregate Under <input checked="" type="checkbox"/> , Over \$50,000				
	Signature				Date Approved	4/24/14
5.	<b>Superintendent, Board of Education</b>	Signature on the legal contract				
<b>Legal Required if not using standard contract</b>		Approved	Denied - Reason	Date		
<b>Procurement</b>	Date Received			PO Number	P1407875	