

Board Office Use: Legislative File Info.	
File ID Number:	14-1054
Introduction Date:	06/25/2014
Enactment Number:	
Enactment Date:	



# Memo

**To:** Board of Education

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

**Board Meeting Date:** 06/25/2014

**Subject:** Professional Service Contract

**Contractor:** Development Without Limits West of Oakland, CA

**Services for:** 922-FAMILY, SCHOOL AND COMMUNITY PARTNERSHIPS

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and Development Without Limits West, Oakland, CA, for the latter to provide: Ongoing professional development for after school program staff to build their knowledge of the learning needs of English Language Learners, and to build their capacity to implement strategies in the after school setting that support the literacy development of ELL students. The support provided by DWL West will be combined with curriculum and facilitation training provided collaboratively by the Leadership, Curriculum, and Instruction Department and the After School Programs Office, in order to create a robust English Language Learner/Literacy Learning Community for after school staff from 10 – 12 elementary sites. As a result of their participation in the ELL/Literacy Learning Community, program staff will gain the capacity and resources to support English language production and academic language development of younger elementary students. Learning community participants will facilitate

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

The OUSD After School Programs Office will utilize the services of Development Without Limits West (DWL West) in order to strengthen the quality of OUSD after school programs. Development Without Limits West will provide 10 - 12 participating after school sites with professional development on the academic and social-emotional needs of English Language Learners. They will provide training, coaching, and technical assistance on how to structure after school program activities to more effectively meet the needs of ELL students. DWL West brings specific expertise in working with English Learner and immigrant students in a holistic manner. In the last decade, DWL West staff have conducted groundbreaking research on best practices in inclusive curriculum design and teaching strategies, implemented data-based approaches to improving public education, and have become experts on the experiences of immigrant students in schools. Based on their research-based knowledge of successful EL education and expertise and familiarity of the after school field, they provide robust English Learner professional development to help practitioners both understand the unique complexities and meet the needs of English Learner and immigrant students.

**Discussion:**  
(QUANTIFY what is being purchased.)

Ongoing professional development for after school program staff to build their knowledge of the learning needs of English Language Learners, and to build their capacity to implement strategies in the after school setting that support the literacy development of ELL students. The support provided by DWL West will be combined with curriculum and facilitation training provided collaboratively by the Leadership, Curriculum, and Instruction Department and the After School Programs Office, in order to create a robust English Language Learner/Literacy Learning Community for after school staff from 10 – 12 elementary sites. As a result of their participation in the ELL/Literacy Learning Community, program staff will gain the capacity and resources to support English language production and academic language development of younger elementary students. Learning community participants will facilitate weekly after school literacy classes utilizing training and curriculum from the learning community. DWL West staff will provide on-site coaching support to programs as needed.

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**Fiscal Impact:** Funding resources below not to exceed \$8,750.00

\$8,750.00 AFT. SCHL. LIT. PD

**Attachments:** Professional Services Contract including Scope of Work  
Waiver Summary  
Resume / Statement of Qualifications  
EPLS Search Results Page  
Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between Development Without Limits West  
(CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 02/28/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00) [per fiscal year], at an hourly billing rate not to exceed \_\_\_\_\_ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: No Reimbursements.

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

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

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE, which shall not exceed a total cost of \$0.00.
- CONTRACTOR Qualifications / Performance of Services:**  
**CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.  
**Standard of Care:** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

**OUSD Representative:**

Name: CURTISS SARIKEY  
Site /Dept.: 922-FAMILY, SCHOOL AND COMMUNITY PARTNERSHIP  
Address: 746 Grand Avenue  
Oakland, CA 94610  
Phone: 510-273-1575

**CONTRACTOR:**

Name: Jhumpa Bhattacharya  
Title: Managing Member  
Address: 3021 California Street  
Oakland, CA 94602  
Phone: 510-919-9228

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

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

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

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

Check one of the boxes below:

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

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

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

iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

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

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **Conduct of CONTRACTOR:** CONTRACTOR will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, which include:
  1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
  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.

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.

19. **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.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate 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).
21. **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.
22. **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

Professional Services Contract

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

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

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

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

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

- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

MARIA SANTOS 05/16/2014
[ ] President, Board of Education Date
[X] Superintendent or Designee

Secretary, Board of Education Date

CONTRACTOR

Jhumpa Bhattacharya 05/16/2014
Contractor eSignature Date

Jhumpa Bhattacharya, Managing Member
Print Name, Title

## EXHIBIT "A" SCOPE OF WORK

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

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

DWL West proposes to provide Professional Development and Technical Assistance to OUSD after school programs to help them better serve and meet the needs of English Learners. This work will consist of the following components:

### Agency Director and Site Coordinator EL Learning Community

DWL West will design and facilitate an EL Learning Community to help Agency Directors and Site Coordinators design and provide programming to help EL students thrive both academically and socially. The Learning Community will meet for a total of 4 times from February 2014 – May 2014. All meetings will be for 2 hours except for the first "kick off" meeting, which will be for 4 hours. There will be approximately 10 - 12 programs in the Learning Community.

Topics may include:

- Understanding and Addressing the Socio-emotional needs of ELs
- English Learner Typologies
- Supporting English Language Development
- Home Language and Cultural Identity Support
- EL Program Assessment

Time: 10 hours of facilitation; 12 hours of planning

### TA to OUSD staff

DWL West will support OUSD afterschool staff to build systems and supports that are thoughtful and intentional in supporting English Learners' linguistic and socio-emotional needs.

Time: 8-10 hours of facilitation; 8-10 hours of planning

### On-Site Coaching Support for Afterschool Programs

DWL West will offer 2 hours of on-site coaching to each of the programs that are a part of the EL Learning Community. The coaching sessions will assist programs with implementing the knowledge gained from the Learning Community.

Time: 16 hours of coaching

### After School EL Learning Community

DWL West will provide support to OUSD staff for an After School EL Learning Community designed for line staff. DWL West will help with planning the Learning Community and will serve as guest speakers for 2-3 meetings.

Topics may include:

- Strategies to support language development
- Implementing general EL strategies in all of our activities
- Supporting and meeting the needs of Immigrant families
- Understanding the importance of home language and cultural identity support

Time: 4-6 hours of planning with Dale Rogers; 4-6 hours of facilitation at Learning Community

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.

As a result of the professional development by Development Without Limits West, 10 – 12 after school programs will have stronger program design and instructional quality that supports literacy development and social-emotional learning for English Language Learners in the after school program. This project will impact over 200 - 300 students participating in OUSD after school programs. As a result of improved quality of instruction in OUSD after school programs, participating students will have increased engagement in the school community (including improved school day attendance), increased opportunities to practice speaking and listening to the English language, improved relationships with peers and caring adults, and increased opportunities to practice social-emotional learning skills that will be an important foundation for success in school. This project complements the English Language Learner work of LCI.

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

- |   |  |
|---|--|
| <input type="checkbox"/> Ensure a high quality instructional core                 | <input type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" 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 type="checkbox"/> Accountable for quality                             |
| <input type="checkbox"/> High quality and effective instruction                   | <input type="checkbox"/> Full service community district                     |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP:** (no additional documentation required)

– Item Number(s): Not Applicable  
No Restricted Funds

- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.



***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 922-FAMILY, SCHOOL AND COMMUNI**

**Principal / Department Head: CURTISS SARIKEY**

**Contractor Name: Jhumpa Bhattacharya**

**Business Name: Development Without Limits West**

**Contract Type: Standard**

**Anticipated Start Date: 02/28/2014**

**Contract End Date: 06/30/2014**

**Rate Type: FLAT**

**Contract Amount: \$8,750.00**

***Applicable Waivers***

**Approved by Risk Management**

**Insurance-Reduction Waiver Status: WAIVED**

**Waiver-Reduction Type: WAIVED**

**Other Reduction Amount:**

**Approval Date: 04/11/2014**

**Approved by Deputy Superintendent**

**Billing Waiver Status: Approved**

**Approval Date: 05/15/2014**

**Fingerprint Waiver Status: Approved**

**Approval Date: 05/15/2014**

**TB Test Waiver Status: Approved**

**Approval Date: 05/15/2014**

## Capabilities Statement

Development Without Limits  
112 W.27<sup>th</sup> Street, Suite #602  
New York, NY 10001  
Phone: (212) 244-4351  
Fax: (718) 504-5333  
[www.developmentwithoutlimits.org](http://www.developmentwithoutlimits.org)

Development Without Limits West  
3021 California Street  
Oakland, CA 94602  
Phone: (510) 919-9228/(510) 290-1438  
Fax: (510) 482-1543  
[www.developmentwithoutlimits.org/west](http://www.developmentwithoutlimits.org/west)

### Organizational Summary:

Development Without Limits (DWL) provides programs and services to youth and youth professionals. Our mission is to provide dynamic and challenging learning experiences for young people and adults. Since 2000, we have specialized in serving organizations that work with young people outside the regular classroom, although much of our work is equally applicable to schools and classroom teachers. We provide direct services for youth, professional development, technical assistance including consultation and on-site coaching, curriculum and materials development and best practice research.

In November 2011, DWL expanded our capacity by opening a west coast based operation, Development Without Limits West (DWL West). An affiliate branch to the New York-based DWL, DWL West provides the same services as DWL with local understanding in California and the western region. In addition, DWL West staff have expertise in issues such as addressing equity and diversity and effectively working with English Learners and immigrant students. The expansion into the western region allows DWL to continue to grow as an organization and offer additional localized services throughout the United States.

### Our Services:

DWL offers a range of services that address professional development quality improvement needs in the field of youth development. Our services include:

#### Staff and Manager Training:

DWL provides comprehensive youth development trainings for staff of educational institutions, afterschool programs, and other youth-serving organizations. Our trainings can be tailored to meet the needs of the organization's staff, whether they are line staff, new program managers, or experienced directors. Our trainings can be provided on-site or at our office training facility. Some of our training topics include:

- Positive Discipline: *How to Work With Kids and Not Be Mean;*
- Understanding Young People: *Ages and Stages of Child and Youth Development;*
- The Workshop Workshop: *Designing and Facilitating Engaging Staff Development;*
- Learning English and Beyond: *A Holistic Approach for Supporting English Learners in After School and Youth Programs;* and
- Addressing Equity and Diversity: *Building Equitable Programs that Effectively Support and Engage Diverse Youth and Families*

#### Technical Assistance:

DWL provides on-site support services that include program assessment, staff observation and coaching, and program design consultation. Our technical assistance offerings are mostly provided on-site, though online and phone consultation is also available.

#### Organizational Retreats:

DWL designs, plans, and facilitates retreats specifically tailored to address the needs of each client organization. This includes helping them create organizational and programmatic visions, develop goals and strategies, explore issues, and foster collaborative processes.

#### Curriculum/Resource Development for Youth-Serving Programs:

DWL produces high quality curricula and other materials for afterschool and summer programs that focus on social and emotional learning while reinforcing core academic skills learned during the school day. Our curricular resources are interactive, engaging, and user-friendly. In addition to developing these materials, we also help train staff to effectively implement them in their programs. We develop curricula and other resources on a contractual basis, both through partnerships and independently. Our curricular resources have been used in a wide variety of programs and institutions, both in New York City and nationally. Some of the curricular resources developed by DWL include:

- *Real Stories, Real Teens*, a literacy-based, youth development curriculum that uses true stories written by teens to engage middle and high school students in experiential learning activities.
- *Connecting Youth to Work*, a curriculum designed to complement the youth employment or internship experience and engage young people in active reflection about their own learning at work.
- *All Over the World*, a summer learning curriculum for upper elementary and middle school youth focused on increasing their global awareness.
- *Healthy Children, Healthy Futures*, a media literacy program with the goal of increasing the level of healthy eating and physical activity among elementary and middle school youth.
- *Learning English and Beyond: A Toolkit to Comprehensively Support English Learners in After School*, a comprehensive professional development tool that provides theory and research relevant to afterschool programs, offers staff development activities, and outlines practical strategies to help support EL success both academically and socially.

#### Best Practices Research:

DWL has conducted national best practices research in the out-of-school time field. Most recently, we conducted a study (through a subcontract with our partner firm, Manhattan Strategy Group) funded by the United States Department of Education that examined best practices at programs funded through the 21<sup>st</sup> Century Community Learning Centers initiative that serve high school students. This involved conducting intensive site visits at 20 programs around the United States and writing detailed case studies of each. We have also conducted best practices research on a local, municipal level for the City of Poughkeepsie, located in New York State's Mid-Hudson Valley, gathering information and conducting intensive on-site interviews from over 30 youth programs.

#### Direct Services:

DWL has provided direct services for several career readiness initiatives in New York City such as City Scholars, the New York Times Summer Jobs Program, and the Summer Youth Employment Program. Our trainers facilitated workshops and ongoing support directly with the youth involved in the programs. DWL, in partnership with Community Change, Inc., also currently operates four high school afterschool programs funded by the 21<sup>st</sup> Century Community Learning Centers initiative. Known as the

CareerVisions Institute, these programs help young people develop into career-minded, community oriented citizens.

### **Our Staff**

DWL is staffed by a core full-time team of experienced educators and youth program managers. We also utilize a larger team of consultants who work on specific projects. Our consultants have expertise in staff, program and youth development, the arts, literacy, parent outreach, fitness, conflict resolution and more.

### **Our Clients**

Development Without Limits has worked with many local and national organizations, in various capacities including:

NY State Department of Education

NY State Office of Children and Family Services

NYC Department of Education

NYC Department of Youth and Community Development

United States Department of Education

LA's BEST Afterschool Enrichment Program

City of Poughkeepsie, NY

The Afterschool Corporation

New Haven Free Public Library

City University of New York

Harlem Children's Zone

YMCA of Greater New York

Children's Aid Society

National Summer Learning Association

Police Athletic League

School's Out Washington

California School-Age Consortium

*For a complete list of clients, please visit [www.developmentwithoutlimits.org](http://www.developmentwithoutlimits.org)*

