

Board Office Use: Legislative File Info.	
File ID Number	13-1095
Introduction Date	6-26-13
Enactment Number	13-1299
Enactment Date	6/26/13 <i>eh</i>



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
Tony Smith, Ph.D., Superintendent

From By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date _____
(To be completed by Procurement)

Subject Professional Services Contract Amendment - 1
Expeditionary Learning New York NY (Contractor, City/State) -
#235 Melrose Leadership Academy (site/department)

Action Requested Ratification by the Governing Board of the amendment to the professional services contract between the District and Expeditionary Learning. Services to be primarily provided to #235 Melrose Leadership Academy for the period of 07/01/2012 through 06/30/2013, in an amount not to exceed \$ 15,000.00.

Background
A one paragraph explanation of why an amendment is needed.

Upon examination Melrose Leadership's (MLA) Dual Language Model and the efforts to grow towards a K-8 school, the framework of Expeditionary Learning will allow MLA to focus efforts on transforming into a school where students and adults become leaders of their own learning. This will allow MLA's instructional practice to be further aligned with the goals within the OUSD Strategic Plan and the Common Core State Standards. The school only had 15,000 to support this work at the beginning of the year. We received carry over funds that allowed us to increase our contract by an additional 15, 000, as approved by the SSC.

Discussion
One paragraph summary of the amended scope of work.

Amended scope allows for additional support to implement Expeditionary Learning of New York, NY for the latter to provide 10 additional expert coaching days of support on site through the period of July 1, 2012 through June 30, 2013 increasing the Not to Exceed Amount from \$15,000 to \$30,000. All other terms remain in full force and effect.

Recommendation Ratification by the Governing Board of the amendment to the professional services contract between the District and Expeditionary Learning. Services to be primarily provided to #235 Melrose Leadership Academy for the period of 07/01/2012 through 06/30/2013, in an amount not to exceed \$ 15,000.00.

Fiscal Impact Funding resource name (please spell out) EIA Instructional
not to exceed \$ 15,000.00

Attachments

- Contract Amendment
- Copy of original contract

Board Office Use: Legislative File Info.	
File ID Number	13-1095
Introduction Date	6-26-13
Enactment Number	13-1299
Enactment Date	10/26/13 <i>ok</i>



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Melrose Leadership Academy (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on _____, 2013, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work has changed. ONLY the funding source has changed.
If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
 Revised scope of work attached. OR, The CONTRACTOR agrees to provide the following amended services:
The school only had \$15,000 to support this work at the beginning of the year. We received carry over funds that allowed us to increase our contract by an additional \$15,000, as approved by the SSC.

2. **Terms (duration):** The term of the contract is unchanged. The term of the contract has changed.
If the term has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation has changed: The contract price is amended by
 Increase of \$ 15,000.00 to original contract amount
 Decrease of \$ _____ to original contract amount
 and the new contract total is Thirty thousand dollars (\$ 30,000.00)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos
 President, Board of Education
 Superintendent or Designee
Edgar Rakestraw, Jr.
 Edgar Rakestraw, Jr., Secretary
 Board of Education

5-30-2013
 Date
6/27/13
 Date

CONTRACTOR

David Des Hartog
 Contractor Signature
4-26-13
 Date
 David Des Hartog, School Designer, Expeditionary Learning

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.

Amended scope allows for additional support to implement Expeditionary Learning of New York, NY for the latter to provide 10 additional expert coaching days of support on site through the period of July 1, 2012 through June 30, 2013 increasing the Not to Exceed Amount of \$15,000. All other terms remain in full force and effect.

SCOPE OF WORK

Expeditionary Learning will provide a maximum of 120.00 hours of services at a rate of \$ 125.00 per hour for a total not to exceed \$15,000.00. Services are anticipated to begin on 07/01/2012 and end on 06/30/2013.

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

Expeditionary Learning will provide: 22 direct service days delivered by Expeditionary Learning staff; direct service includes professional development and technical assistance provided by EL staff that is focused developing Expeditions in grades K,1,2,6,7 & 8. Eight days for travel and preparation; this includes time for school designer to plan the direct service and create materials for Melrose Leadership Academy, work with teachers by phone or electronically, provide feedback on expedition plans and plan with principal. Classroom coaching for all teachers. Access to the on-line Expeditionary Learning Archive of student work, EL Commons, Expeditionary Learning Planner for up to 20 teachers and administrators, and copies of Expeditionary Learning Core Practices for each staff member.

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.

Expeditionary Learning partners with Melrose Leadership Academy to implement a comprehensive school design model in the areas of curriculum, instruction, culture and character, assessment, and leadership. Expeditionary Learning will provide coaching, professional development, and support to the teachers. All teachers will participate in Expeditionary Learning professional development to develop standards-based expedition units in English and Spanish for all grades. As a result, all students at Melrose Leadership Academy will be engaged in learning grade level skills through immersion in science and social studies-based expeditions in both English and Spanish. In addition, students will engage in meaningful fieldwork, service learning, and consult with experts in the content area that they are studying. This participation in a rich, content-based, real-life curriculum will better prepare our students for college and career.

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

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

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

Please select:

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

 - 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.
-

State and Federal Compliance - CSSSP Modifications 2012-13

RECEIVED

APR 23 2013

Date APPROVED by 11-Apr-13
SSC *3/4/13*

School Site #	#235	School Name	Melrose Leadership Academy							
#	Priority Area	Student Group Impacted		Strategic Action	Resource	Object Name	Object Code	Position Code	FTE	Budget Amount
1	1A: Balanced Literacy & Literacy Across the Curriculum	English Learners		Develop and implement expeditions in all classrooms that are based in common core standards, that include language, content and habits learning targets	7091 - EIA-LEP	materials	4310			\$4,000.00
2	1A: Balanced Literacy & Literacy Across the Curriculum	Far Below Basic, Below Basic, and Basic		Develop and implement expeditions in all classrooms that are based in common core standards, that include language, content and habits learning targets	7090 - EIA-SCE	consultant	5825			\$15,000.00
3	1A: Balanced Literacy & Literacy Across the Curriculum	Far Below Basic, Below Basic, and Basic		Develop and implement expeditions in all classrooms that are based in common core standards, that include language, content and habits learning targets	7090 - EIA-SCE	materials	4310			\$7,000.00
4	4A: Family & Community Engagement	All Students		Engaging parents in school activities	3010 - Title I - Parent	refreshments	4311			\$147.00
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Department of State & Federal Programs

Mona...
Date 4/23/13

AMENDMENT ROUTING FORM

2012-2013

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1

Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.

- Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work has changed. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
- OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

Attachment Checklist	<input type="checkbox"/> Contract amendment packet including Board Memo and Amendment Form
	<input type="checkbox"/> Amended Scope of work (Be specific as to what additional work is being done by this consultant.)
	<input type="checkbox"/> A Board Approved copy of the original contract and any prior Amendments.
OUSD Staff Contact	Emails about this contract should be sent to: (Required) <u>rosanna.lopez@ousd.k12.ca.us</u>

Contractor Information

Contractor Name	Expeditionary Learning	Agency's Contact	David Harthog			
OUSD Vendor ID #	V025063	Title	NW School Designer			
Street Address	247 West 35th Street 8th Floor	City	New York	State	NY	Zip 10001
Telephone	(212) 239-4455	Email	davidharthog@elschools.org			

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 15,000.00	Original PO Number	P1306551		
Amended Amount	\$ 15,000.00	New Requisition #	R0317163		
New Total Contract Amount	\$ 30,000.00	Start Date	07/01/2012	End Date	06/30/2013
Pay Rate Per Hour (Required)	125.00	Number of Hours (Required)	120.00		

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
7090	EIA Instructional	2354859101	5825	\$ 15,000.00
			5825	\$
			5825	\$

Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

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

1.	Site Administrator or Manager	Name	Moyra Contreras	Phone	5105353832	Fax	5105353834
	Site / Department	#235 Melrose Leadership Academy					
	Signature				Date Approved	4/25/13	
2.	Resource Manager , if using funds managed by:	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships					
	Signature				Date Approved	5/2/13	
	Signature				Date Approved	5/2/13	
3.	Regional or Executive Officer						
	Signature				Date Approved	5/22/13	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate/Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
	Signature				Date Approved	5-30-2013	
5.	Superintendent or Board of Education	Signature on the legal contract					
Legal	Required if not using standard contract	Approved				Denied - Reason	Date
Procurement	Date Received				PO Number	P1306551	

Board Office Use: Legislative File Info.	
File ID Number	13-0264
Introduction Date	2-13-13
Enactment Number	13-0333
Enactment Date	2/13/13 SA



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

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

Board Meeting Date
(To be completed by Procurement) 2/13/13

Subject Professional Services Contract -
Expeditionary Learning New York CA (contractor, City State)
235 Melrose Leadership Academy (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Expeditionary Learning. Services to be primarily provided to # 235 Melrose Leadership Academy for the period of 07/01/2012 through 06/30/2013.

Background
A one paragraph explanation of why the consultant's services are needed.
 Upon examination Melrose Leadership's (MLA) Dual Language Model and the efforts to grow towards a K-8 school, the framework of Expeditionary Learning will allow MLA to focus efforts on transforming into a school where students and adults become leaders of their own learning. This will allow MLA's instructional practice to be further aligned with the goals within the OUSD Strategic Plan and the Common Core State Standards.

Discussion
One paragraph summary of the scope of work.
 A contract for services between OUSD and Expeditionary Learning of New York, NY, for the latter to provide 120 hours of professional development for up to 20 teachers and administrators through the period July 1, 2012 through June 30, 2013 in an amount Not to Exceed \$15,000.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and Expeditionary Learning. Services to be primarily provided to # 235 Melrose Leadership Academy for the period of 07/01/2012 through 06/30/2013.

Fiscal Impact Funding resource name (please spell out) EIA Instructional
T1 Instructional not to exceed \$ 15,000.00

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

Board Office Use: Legislative File Info.	
File ID Number	13-7264
Introduction Date	2-13-13
Enactment Number	13-0333
Enactment Date	2/13/13 O&L



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Expeditionary Learning (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 07/01/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Fifteen Thousand Dollars (\$ 15,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

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

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

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

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

Professional Services Contract
OUSD Representative:

Name: Moyra Contreras
Site /Dept.: # 235 Melrose Leadership Academy
Address: 4730 Fleming Ave
Oakland, CA 94619
Phone: (510) 535-3832

CONTRACTOR:

Name: Amaris Obregon
Title: NW School Designer
Address: 247 West 35th Street 8th Floor
New York CA 10001
Phone: (212) 239-4455

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: DD

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

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

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

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

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplis/search.do>)

Summary of terms and compensation:

Anticipated start date: 07/01/2012 Work shall be completed by: 06/30/2013 Total Fee: \$15,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

[Signature]
Secretary, Board of Education

2/14/13
Date

2/14/13
Date

CONTRACTOR

[Signature]
Contractor Signature

11/28/12
Date

David Den Hartog
Print Name, Title
NW School Designer

File ID Number: 13-0264
Introduction Date: 2/13/13
Enactment Number: 13-0333
Enactment Date: 2/13/13
By: [Signature]

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

A contract for services between OUSD and Expeditionary Learning of New York, NY, for the latter to provide 120 hours of professional development for up to 20 teachers and administrators through the period July 1, 2012 through June 30, 2013 in an amount Not to Exceed \$15,000.00.

SCOPE OF WORK

Expeditionary Learning will provide a maximum of 120.00 hours of services at a rate of \$ 125.00 per hour for a total not to exceed \$15,000.00. Services are anticipated to begin on 07/01/2012 and end on 06/30/2013.

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

Expeditionary Learning will provide: 12 direct service days delivered by Expeditionary Learning staff; direct service includes professional development and technical assistance provided by EL staff that is focused on developing Expeditions in grades K, 1, 2, 6, 7 & 8. Four days for travel and preparation; this includes time for school designer to plan the direct service and create materials for Melrose Leadership Academy, work with teachers by phone or electronically, provide feedback on expedition plans and plan with principal. Classroom coaching for all teachers. Access to the on-line Expeditionary Learning Archive of student work, EL Commons, Expeditionary Learning Planner for up to 20 teachers and administrators, and copies of Expeditionary Learning Core Practices for each staff member.

2.

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.

Expeditionary Learning partners with Melrose Leadership Academy to implement a comprehensive school design model in the areas of curriculum, instruction, culture and character, assessment, and leadership. Expeditionary Learning will provide coaching, professional development, and support to the teachers. All teachers will participate in Expeditionary Learning professional development to develop standards-based expedition units in English and Spanish for all grades. As a result, all students at Melrose Leadership Academy will be engaged in learning grade level skills through immersion in science and social studies-based expeditions in both English and Spanish. In addition, students will engage in meaningful fieldwork, service learning, and consult with experts in the content area that they are studying. This participation in a rich, content-based, real-life curriculum will better prepare our students for college and career.

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

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

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

Please select.

Action Item included in Board Approved SPSA (no additional documentation required) – Action Item Number: _____

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.
-



EXPEDITIONARY
LEARNING

10/20/2018
10:00 AM

Expeditionary Learning- Description of Organizational Qualifications

The Expeditionary Learning (EL) model is based on research and honed by 18 years of working closely with schools and districts. We presently work in 165 schools in 30 different states. Our work experience has consistently demonstrated that our model:

- Develops leadership capacity across the school to build a shared vision for school transformation and a professional culture rooted in quality, continuous improvement, and trust
- Builds teacher effectiveness through on-site coaching as well as regional and national professional development
- Organizes learning around an experiential project-based approach in which students do original research and create high-quality products for audiences beyond the classroom
- Develops critical thinking and problem-solving skills as essential elements of the deep learning that prepares students for success in college and beyond
- Creates a school culture based on strong adult-student relationships and positive character, with rigorous expectations for behavior and achievement
- Empowers school leaders, teachers, and students in collecting and analyzing data from multiple sources to improve student achievement
- Balances an academically rigorous, and well-defined approach with teacher creativity and judgment

HIGH ACHIEVEMENT

Schools that implement our model have test scores that exceed district averages, often by substantial margins, particularly for high-need subgroups. In our exemplary high schools, 100% college acceptance is the standard. Not only do students achieve at higher levels than their peers on state tests, but they also gain skills critical to college readiness and success — problem solving, critical thinking, persistence toward excellence, and active citizenship.

TRANSFORMATIONAL PROFESSIONAL DEVELOPMENT

We combine on-site coaching in classrooms — differentiated by teacher capacity and need — with off-site residential institutes that put teachers in the role of student learners, researching real-world topics. Traditional professional development often places teachers in a passive role of being told how to teach. In contrast, our coaches model effective, active classrooms.

ACTIVE, INTERDISCIPLINARY LEARNING

Our instructional practices emphasize student inquiry, critical thinking, and craftsmanship. Students engage in original research and create high-quality academic products to share with outside audiences. Learning expeditions - deep, interdisciplinary investigations of rich academic topics - bring together teachers from different disciplines or enrich the work of individual teachers in discipline-specific classrooms.

DATA-DRIVEN PLANNING

Our tight, data-driven planning cycle keeps a sharp focus on student achievement, local context, and changing needs. A school's work with us begins with a holistic needs and assets inventory and proceeds with the development of work plans aimed at dramatic improvements in student achievement and implementation of our core practices.

HIGH-QUALITY STAFF

The heart of our work happens in the interaction between EL's coaches – called school designers – and staff. Our school designers are themselves experienced teachers and school leaders who draw upon the collective power of our national network to mentor and guide new members.

A PROFESSIONAL NETWORK

Through our annual National Conference, content-specific professional development institutes, Local Collaboration Clusters, and our online collaboration space, EL Commons, educators learn from one another through best-practice sharing.

Expeditionary Learning has designed and refined an approach that engages and energizes students, teachers, and district and school leaders.

BENEFITS TO STUDENTS

- Energizes student motivation and engagement through high-level tasks and active roles in the classroom
- Uses case studies and projects to connect students to real-world audiences and compel them to care and contribute
- Sets clear expectations and tight follow-through for respect and responsibility, teamwork and contribution, and commitment to high-quality work
- Builds a school culture where students feel safe, respected, and pushed to be their best selves
- Trusts students with deep cognitive challenges and important responsibilities and prepares them to be leaders
- Develops the critical thinking and problem-solving skills needed to succeed in college and beyond

BENEFITS TO TEACHERS

- Employs professional development that is active and immediately useful in instruction

- Respects teachers as professionals and develops their growth as leaders
- Catalyzes improvement in new and veteran teachers
- Addresses standards with structures that recognize and use teacher judgment and creativity
- Understands that the most important assessment practices occur daily in the classroom
- Provides concrete models of strong student work and teacher work to guide practice
- Builds a collaborative community of practice within the school, in the EL network, and beyond

DISTRICT AND SCHOOL LEADER BENEFITS

- Builds capacity across the full range of existing teaching staff
- Integrates structures for assessment and data-informed practice that teachers and students understand and embrace
- Utilizes carefully articulated data analysis to guide priorities for improvement
- Maps state standards to an engaging curriculum and active classroom instruction
- Provides working models of effective schools and leaders as well as a network of professional support
- Renews job satisfaction and job commitment for strong teachers
- Engages parents, community leaders, and experts in support of student learning
Connects schools to community issues through project-based learning and service

Our school designers spend an average of 30 days a year in a school working on-site with teachers and school leaders. This allows them to provide professional development within a whole school design and combine focused institutes with on-site coaching and support. Off-site institutes and site seminars engage teachers as learners to support better assessment of student learning, demonstrate engaging content instruction, and foster their own development as learners and thinkers.

SCHOOL-BASED PROFESSIONAL DEVELOPMENT OFFERINGS

Each school designer develops a variety of school-based professional development opportunities for staff based on a school's identified needs. Some examples include:

- Full staff training for improved schoolwide implementation of our model
- Small team coaching sessions for curriculum planning
- Curriculum planning with individual teachers
- Demonstration lessons with students and follow-up debriefing sessions with teachers
- Targeted professional development around one of the key facets of our model, authentic student-engaged assessment
- Classroom observation and follow-up debriefing sessions with teachers
- Individual or small group meetings with school leaders or leadership teams
- Presentations to various constituent groups (e.g., parents, community groups, school boards)
- Ongoing assessment of the schoolwide implementation of our core practices
- Access to teaching resources, model student work, and EL Commons, our online forum for sharing knowledge and collaborative work space

PROFESSIONAL DEVELOPMENT INSTITUTES AND SEMINARS

Our professional development is led by the most experienced school designers and master teachers from across our network. Three-day and five-day residential institutes provide content-rich curricular and instructional strategies for teachers and leaders on topics such as reading, math, differentiation, assessment, and the use of data. Five-day residential Learning Expeditions for Educators allow teachers to experience learning as their students do. And two-day Site Seminars invite educators to observe some of our most successful schools in action.

EXPEDITIONARY LEARNING NATIONAL CONFERENCE

The Expeditionary Learning National Conference includes a mix of interactive master classes, structured discussion groups, and regional

gatherings. Approximately 120 master classes, collaboratively designed and facilitated by EL school designers and teachers, are offered each year to the conference's 700+ participants. The optional pre-conference day is a chance to experience EL practices on a deeper level. Participants can take a science-based or humanities-based Slice – a day in the life of a Learning Expedition; visit a local EL school; or explore a common EL practice, such as differentiation or assessment.

The 2012 National Conference will take place May 3-5 in Denver, CO.

For more detailed information on the quality and benefits of our organization, please visit www.elschools.org.



EXPEDITIONARY
LEARNING

Expeditionary Learning
247 West 35th Street
Eighth Floor
New York, NY 10001
212-239-4455 tel
212-239-8287 fax
www.eischools.org

Evidence of Success



"Expeditionary Learning...this is how kids want to learn."

U.S. Secretary of Education Arne Duncan at King Middle School, Portland, ME

"This kind of innovative school...
is an example of how all our schools should be."

President Barack Obama at Capital City Public Charter School, Washington, D.C.

We are a growing network with national reach



- 165 schools
- 30 states and D.C.
- 45,000 students
- 4,000 teachers

We support all kinds of schools, existing and new

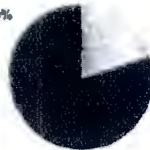
Diverse grades (2009-10)

- Elementary School 40%
- Middle School 33%
- High School 27%



Diverse locales (2009-10)

- City 56%
- Rural 20%
- Suburban 20%
- Town 4%



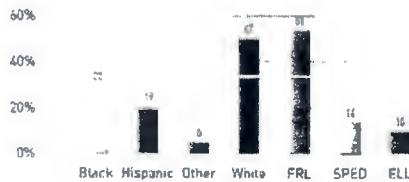
Diverse governance (2009-10)

- District 60%
- Charter 35%
- Other 5%



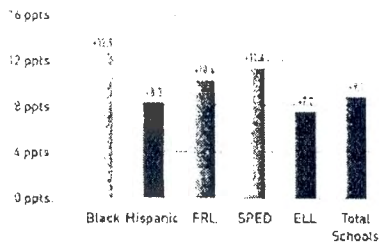
We serve a diverse population of students

% of students by selected demographics (2009-10)

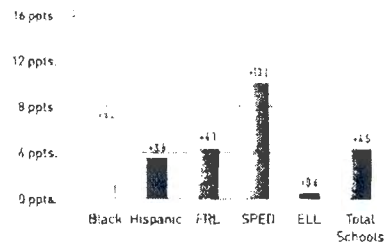


Schools implementing the EL model outperform district averages in reading/English language arts and math

EL schools compared to district averages in reading/
English language arts (2 year average 2008 and 2009)

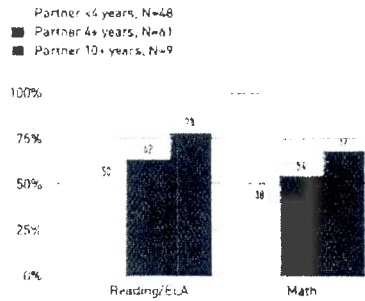


EL schools compared to district averages
in math (2 year average 2008 and 2009)

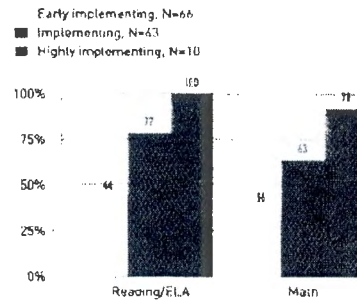


Longer partnerships with EL and deeper implementation of the model yield higher achievement scores

% of EL schools outperforming districts based
on length of partnership with EL (2008-09)



% of EL schools outperforming districts based
on level of implementation (2008-09)*



* EL conducts an annual implementation review to determine each school's fidelity to the EL model

“Right now World of Inquiry is number one in science and number one in mathematics in the city of Rochester—despite the fact that it has 70 percent of its kids coming in at or below the poverty level.”

Rochester City School District Superintendent Jean-Claude Brizard

Our expanding evidence base

EL is committed to collecting third party research on the impact of our work. Two recent studies—one in Rochester, NY and one national—further substantiate our internal data with statistically significant findings showing evidence of EL impact on student achievement.

Study 1: Impact of the Expeditionary Learning model on student academic performance in Rochester, NY

Type: Quasi-experimental matched comparison group design
Location: Rochester, NY
Date: September 2010
Author: UMASS Donahue Institute

Summary: In a recent study of EL schools in Rochester, NY, researchers compared the academic achievement performance of EL elementary and middle school students in Rochester, NY to matched comparison students in non-EL Rochester schools over two academic years. Researchers found two important findings:

- Participating in an EL school resulted in substantial and statistically significant achievement advantages for elementary students in English/language arts and math, and for both years of middle school English/language arts.
- These statistically significant positive effects predict that, on average, enrollment in an EL school would have lifted 19% of the students who were below the proficient category to the proficient category on the state assessment had they attended an EL school.

Study 2: The relationship between Expeditionary Learning practices and academic growth

Type: Quasi-experimental study
Location: National
Date: August 2010
Author: Mountain Measurement, Inc.

Summary: In a national study of more than 11,000 students in eight states, researchers compared growth in reading, math, and language usage between students in EL schools to a non-EL comparison group. The researchers found that in mature EL schools – those that had implemented the EL program at a high level of fidelity for three years or more – students experienced significantly greater test score gains than non-EL students in four out of six comparisons in math, reading, and language usage.

Other achievements in 2010

- U.S. Department of Education Blue Ribbon School—World of Inquiry School, Rochester, NY.
- 100% college acceptance at nine EL high schools.
- Maine Middle Level Principal of the Year and National Principal of the Year finalist—Mike McCarthy, King Middle School, Portland, ME.
- Vermont Teacher of the Year—Jennifer Lawson, Vergennes Union Middle School, Vergennes, VT.
- North Carolina Charter School Teacher of the Year—Stuart Miles, Evergreen Community Charter School, Asheville NC.
- Nevada County, CA Teacher of the Year—Lori Davis, Grass Valley Charter School, Grass Valley, CA.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/25/2012

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

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

PRODUCER Fred C. Church, Inc. 41 Wellman Street Lowell, MA 01851 (800) 225-1865	CONTACT NAME: Karen A. Stone, CPCU, AIC
	PHONE (A/C, No. Ext): 978 3227204 FAX (A/C, No.): (978) 454-1865 E-MAIL ADDRESS: kstone@fredchurch.com
INSURED Outward Bound, Inc. dba Outward Bound USA 910 Jackson Street Att: Steve Neal Golden, CO 80401	INSURER(S) AFFORDING COVERAGE
	INSURER A: Commerce & Industry Ins. Co. NAIC # 19410
	INSURER B: Hanover Insurance Company 22292
	INSURER C: Lexington Insurance Company 19437
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER:** 21604 **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	
C	GENERAL LIABILITY			013135918	5/1/2012	5/1/2013	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		X				MED EXP (Any one person) \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 10,000,000
B	AUTOMOBILE LIABILITY			AHN9530569	5/1/2012	5/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$	
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			013136407	5/1/2012	5/1/2013	EACH OCCURRENCE \$ 10,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000	
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC006517763	12/31/2011	12/31/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is included as Additional Insured with respect to the operations of the named insured for off-site professional development provided to teachers.

Evidence of coverage for Expeditionary Learning, Inc. as a chartered entity of Outward Bound, Inc.

CERTIFICATE HOLDER Oakland Unified School District Risk Management Dept. 1025 2nd Avenue Oakland, CA 94606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Herman P. Laturnau</i>

At Site
 JAN 18 AM

RECEIVED
 JAN 18 2013

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

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

- Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.
- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
 - Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
 - Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
 - Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement.

Attachment Checklist

- 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.epls.gov/eplis/search.do>)
- 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) rosanna.lopez@ousd.k12.ca.us

Contractor Information

Contractor Name	Expeditionary Learning	Agency's Contact	David Denhartog
OUSD Vendor ID #	V025063	Title	NW School Designer
Street Address	247 West 35th Street 8th Floor	City	New York
Telephone	(212) 239-4455	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Zip	10001
		Email (required)	daviddenhartog@elschools.org
		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	07/01/2012	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 125.00	Number of Hours (required)	120.00		

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
7090	EIA Instructional	2354859101	5825	\$ 10,500.00
3010	T1 Instructional	2354850102	5825	\$ 4,500.00
			5825	\$
Requisition No. (required)	R0305620		Total Contract Amount	\$ 15,000.00

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Moyra Contreras	Phone	(510) 535-3832
	Site / Department		# 275 Melrose Leadership Academy	Fax	(510) 535-3834
	Signature	<i>Moyra Contreras</i>		Date Approved	
2.	Resource Manager , if using funds managed by: <input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature	<i>Swanaj...</i>		Date Approved	1/16/13
	Signature (if using multiple restricted resources)			Date Approved	
3.	Regional Executive Officer				
	<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	<i>...</i>		Date Approved	1/31/13
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant aggregate Under <input type="checkbox"/> Over <input type="checkbox"/> \$50,000			
	Signature			Date Approved	
5.	Superintendent, Board of Education Signature on the legal contract				

Legal Required if not using standard contract	Approved	Denied - Reason	Date
Procurement	Date Received	PO Number	