

Board Office Use: Legislative File Info.	
File ID Number	19-0312
Introduction Date	4-10-19
Enactment Number	19-0493
Enactment Date	4/10/19 lf



Memo

To Board of Education
 From Kyla Johnson-Trammell, Superintendent

Board Meeting Date April 10, 2019

Subject Professional Services Contract
 Contractor: WestED
 Services For: Community Elementary School (CUES)

Action Requested and Recommendation Approval by the Board of Education of Professional Services Contract between the District and WestEd

Primarily at CUES-149, for the latter to provide Providing the Academic Parent Teacher Team workshops for teachers and parents, to increase family engagement, promote positive learning environment and to establish a good communication between school and families

for the period of 8/13/2018 through 6/30/2019 in an amount not to exceed \$32,000.00

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

WestEd has been a leader in moving research into practice by conducting research and development programs, projects, and evaluations by providing training and technical assistance, and by working with policymakers, state and local levels to carry out large-scale school improvement and innovative change efforts. Academic Parent Teacher Team (APTT) professional development is one of the WestEd projects. Our goal is to work with education and other communities to promote excellence, achieve, equity, and improve learning for all children, youth, and adults.

Competitively Bid Was this contract competitively bid? Yes
 If no, exception: No exception because was competitively bid

Fiscal Impact Funding resource(s): SIG

Attachments • Professional Services Contract

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2018-2019

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

- Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
- Term:** The term of this Agreement shall be from 8/13/2018 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$92,600 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$92,600, whichever is later) to 6/30/2019. The work shall be completed no later than 6/30/2019.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Thirtv-two thousand dollar Dollars \$32,000.00 (per fiscal year), at an hourly billing rate not to exceed \$0.00 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:

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

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

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
- CONTRACTOR Qualifications / Performance of Services:**
 - CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
 - Standard of Care:** CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - CONTRACTOR shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
 - CONTRACTOR shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that CONTRACTOR or its employees may discover. CONTRACTOR shall use professional efforts in identifying any errors, inconsistencies, or omissions.
 - District Approval.** The work completed herein must meet the approval of OUSD and shall be subject to OUSD's general right of inspection and supervision to secure the satisfactory completion thereof.

Professional Services Contract

6. **Certificates/Permits/Licenses/Registration:** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.
7. **Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
8. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:		CONTRACTOR:	
Name:	Shelley McCray	Name:	Vigilio F. Tino, Jr.
Site /Dept.:	CUES Elementary School	Title:	Contracts Manager
Address:	6701 International Blvd Oakland, CA	Address:	730 Harrison Street San Francisco, CA 94107
Phone:	(510)636-0520	Phone:	(415) 615-3136
Email:	s.hawkins-mccray@ousd.org	Email:	vtino@wested.org

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

9. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
10. **Insurance:**
 1. Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
 - ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of the Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
 - iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.
 - OR
 - iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s).

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CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

13. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

14. **Termination:**

1. **For Convenience by OUSD:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to Contractor and compensate CONTRACTOR for services satisfactorily rendered to the date of termination. Written notice by OUSD shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by CONTRACTOR or no later than three (3) calendar days after the day of mailing, whichever is sooner.

2. **With Cause by District.** OUSD may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- i. material violation of this Agreement by the CONTRACTOR; or
- ii. any act by CONTRACTOR exposing OUSD to liability to others for personal injury or property damage; or
- iii. CONTRACTOR is adjudged bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONTRACTOR's insolvency.

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

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

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

1. **Tuberculosis Screening:** The Parties do not anticipate that CONTRACTOR will be working at OUSD sites for more than six hours at time. Therefore, tuberculosis screening requirements shall not apply to CONTRACTOR's services under this Agreement. If, at a later time, OUSD, in its sole discretion, determines that CONTRACTOR will be working at OUSD sites for more than six hours, OUSD shall provide CONTRACTOR with written notice, effective the next business day after delivery to CONTRACTOR, that prior to performing any further services, CONTRACTOR must comply with the tuberculosis screening requirements of OUSD. At that point, CONTRACTOR will be required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR will affirm that each employee has current proof of negative TB testing on file and TB results will be monitored.

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

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

16. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

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17. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation:
1. Requesting that OUSD employee(s) evaluate CONTRACTOR and CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
18. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
19. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
20. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
- CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov>).
22. **Severability:** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
23. **Provisions Required By Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
24. **Captions and Interpretations:** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
25. **Calculation of Time:** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
26. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all new matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD (specifically excluding any underlying pre-existing intellectual property). OUSD may, with CONTRACTOR's prior written consent, use CONTRACTOR's name as the author of the matters, in conjunction with the use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All newly produced works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. Notwithstanding the foregoing, any and all pre-existing matters used in the performance of this Agreement shall remain the CONTRACTOR'S property, or, if licensed to CONTRACTOR, the licensor's property. Neither Party may claim by virtue of this Agreement any right, title, or interest in any pre-existing Intellectual Property owned or controlled by the other Party.
27. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

Professional Services Contract

- 28. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement
- 29. **Incorporation of Recitals and Exhibits:** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
- 30. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 31. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
- 32. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 33. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 34. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.
- 35. **Indemnification:** To the extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of or in any way related to Contractor's performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend the Indemnified Parties from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of or in any way related to the performance of this Agreement. Contractor shall not defend, indemnify, or hold harmless OUSD, its elective board, officers, agents, and employees from and against any actions, claims, or proceedings arising out of the sole direct or indirect conduct of OUSD, its elective board, officers, agents, and employees. This provision survives termination of this Agreement.
- 36. **Contract Publicly Posted:** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 37. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Long
 President, Board of Education
 Superintendent
 Chief or Deputy Chief
[Signature]
 Secretary, Board of Education

4/11/19
 Date

4/11/19
 Date

CONTRACTOR

Virgilio F. Tinio, Jr.
 Virgilio F. Tinio, Jr. (Feb 27, 2019)
 Contractor Signature

Feb 27, 2019
 Date

Virgilio F. Tinio, Jr. Contracts Manager
 Print Name, Title

OAKLAND UNIFIED SCHOOL DISTRICT
 Office of the General Counsel
 APPROVED FOR FORM & SUBSTANCE
 by *[Signature]*
 Marion McWilliams, General Counsel

EXHIBIT "A" SCOPE OF WORK

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

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

WestEd will provide the Academic Parent Teacher Team (APTT) professional developments model to our teachers, support staff and parents.

All participants will gain a deep understanding of the APTT model components, specifically implementing the instructional model of teaching parents about target grade level Common Core State Standards that students need to acquire and master, and supporting with in the planning of take home and classroom activities that will give parents the necessary tools to support academic growth at home. One of the main components of this training includes teachers building capacity to facilitate a series of meetings with families in their classrooms.

All participants will understand and be able to apply all areas of the implementation support cycle - planning to facilitate a meeting, selecting high leverage focal Common Core State Standards, planning in-meeting and take home activities, and debriefing meetings with the goal of improving outcomes for families and students.

All participants will develop common language around purpose and definition of meaningful family engagement and how it connects to the school improvement plan - specifically providing opportunities for families to learn more about our site academic goals and learning how to support their students at home

Professional Services Contract

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.

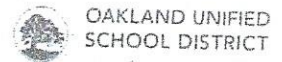
Develop year-long implementation plan with each school prior to initial training. The expected outcomes from this partnership are a deeper understanding of Common Core State Standards and greater home-school connection for families, greater meeting facilitation skills for teachers, intentional data analysis and planning skills for teachers, and an avenue for parents and families to support their scholars as they grapple with grade level content. WestEd provides Grade Level Planning Support for teachers in the form of an Instructional Coach, who also provides training, observation and feedback, and corrective instruction and planning time

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

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required) – Item Number: _____
- Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2018-2019



Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

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

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

Attachment Checklist

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

Contractor Information

Contractor Name		WestEd		Contractor's Contact		Virgilio F. Tinio, Jr.	
OUSD Vendor ID #		V054918		Title		Contracts Manager	
Street Address		730 Harrison Street		City, State		San Francisco	
Telephone		(415) 615-3136		Zip Code		94107	
Contractor History		Previously been an OUSD contractor? Yes		Email (required)		vtinio@wested.org	
				Worked as an OUSD employee? Yes			

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated Start Date	8/13/2018	Date Work Will End	6/30/2018	Other Expenses	
Pay Rate Per Hour (required)		Number of Hours (required)			

Requisition No.	Budget Number	Resource Name	Amount
VR19-01149	010-3180-0-1110-1000-5825-149-1490-3184-9999-99999	SIG	\$32,000.00
Total Contract Amount			

OUSD Contract Originator Information

Name of OUSD Contact	Shelley McCray, Principal		Email	s.hawkins-mccray@ousd.org	
Site/Dept. Name	CUES	Site #	149	Phone	(510) 639-2850

Approval and Routing (in order of approval steps)

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

1.	Administrator / Manager (Originator)	Name	Shelley McCray		Phone	:510) 639-2850		Fax	510)639-2850			
	Site/Department (Name & #)	149/CUES		Date Approved	8/31/18							
	Signature											
	<input type="checkbox"/> Administrator verifies vendor is not excluded on https://www.sam.gov/											
2.	Resource Manager											
	Type of Funds: <input type="checkbox"/> Restricted <input type="checkbox"/> Unrestricted <input type="checkbox"/> Grant											
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CS55P)											
	Signature										Date Approved	
	Signature (if using multiple restricted resources)										Date Approved	
3.	Network Superintendent/Executive Director											
	Signature										Date Approved	2/12/19
4.	Chiefs / Deputy Chiefs											
	Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$											
	<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 x										Date Approved	3/6/19
5.	Superintendent, Board of Education											
	Signature on the legal contract											
Legal Required if not using standard contract		Approved	Denied - Reason		Date							
Procurement	Date Received		PD Number									