

Board Office Use: Legislative File Info.

File ID Number	12-8133
Introduction Date	12/12/12
Enactment Number	12-2962
Enactment Date	12/12/12 OR



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) 12/12/12

Subject Professional Services Contract -  
Action Learning Systems, Inc. W Sacramento CA (contractor, City State)  
Research, Assessment and Data (RAD) (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Action Learning Systems, Inc.. Services to be primarily provided to Research, Assessment and Data (RAD) for the period of 10/12/2012 through 06/30/2013.

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

To facilitate the attainment of the District and Strategic goals for higher student achievement, the Office of Research, Assessment and Data (RAD) has identified the continuing need for regular progress and benchmark assessments that provide formative and summative test data to aid in the identification of gaps in student understanding and key programmatic areas. To serve the purposes outlined above, RAD recommends that the progress and benchmark assessments align to the district's standards-based pacing guides and be administered several times during the academic year.

Discussion  
*One paragraph summary of the scope of work.*

Action Learning Systems, Inc. (ALS) has been providing licensed benchmark assessments to OUSD since the 2007-08 academic year. ALS has a history of working with several schools districts within California, such as Garden Grove and Sacramento, which share similarities with OUSD. Testimonials from these school districts suggest that the assessments developed by ALS are well aligned to the state standards and are as rigorous in content as the CST. For the 2012-13 school year, Action Learning Systems will provide English Language Arts Benchmark assessments for grades 2-5, to be administered at all OUSD elementary schools three times during the school year.

Recommendation Ratification of professional services contract between Oakland Unified School District and Action Learning Systems, Inc.. Services to be primarily provided to Research, Assessment and Data (RAD) for the period of 10/12/2012 through 06/30/2013.

Fiscal Impact Funding resource name (please spell out) General Fund  
not to exceed \$ 25,669.80

- 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	12-3133
Introduction Date	12/21/12
Enactment Number	12-2962
Enactment Date	12/21/12 OA



OAKLAND UNIFIED SCHOOL DISTRICT

**PROFESSIONAL SERVICES CONTRACT 2012-2013**

This Agreement is entered into between the Oakland Unified School District (OUSD) and Action Learning Systems, Inc. (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 10/12/2012, 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 twenty-five thousands six hundreds sixty-nine and 80 Dollars (\$25,669.80). 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.

- 4. 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.
2. Agencies or organizations:
  - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.

- 5. 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 \$ \_\_\_\_\_.

**6. 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.

- 7. 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: Jean Wing, Ph.D.  
Site /Dept.: Research, Assessment and Data (RAD)  
Address: 1011 Union Street, Annex Building  
Oakland, CA  
Phone: (510) 451-4164

**CONTRACTOR:**

Name: Jason Willoughby  
Title: Director of Assessment  
Address: 3940 Industrial Blvd, #100  
W Sacramento CA 95691  
Phone: (916) 447-0762

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 a 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.

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: 

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).

- 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: 10/12/2012 Work shall be completed by: 06/30/2013 Total Fee: \$ 25,669.80

**OAKLAND UNIFIED SCHOOL DISTRICT**

- President, Board of Education
- Superintendent or Designee

Certified:

Edgar Rakestraw, Jr.  
Secretary, Board of Education

Edgar Rakestraw, Jr., Secretary  
Board of Education

File ID Number: 12-3133

Introduction Date: 12/12/12

Enactment Number: 12-2692

Enactment Date: 12/12/12

By: OA

**CONTRACTOR**

Jason Wiloughby  
Contractor Signature

8/24/12  
Date

Jason Wiloughby  
Print Name, Title

Director of Assessment

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.

Action Learning Systems, Inc. (ALS) has been providing licensed benchmark assessments to OUSD since the 2007-08 academic year. ALS has a history of working with several schools districts within California, such as Garden Grove and Sacramento, which share similarities with OUSD. Testimonials from these school districts suggest that the assessments developed by ALS are well aligned to the state standards and are as rigorous in content as the CST. For the 2012-13 school year, Action Learning Systems will provide English Language Arts Benchmark assessments for grades 2-5, to be administered at all OUSD elementary schools three times during the school year.

SCOPE OF WORK

Action Learning Systems, Inc. will provide a maximum of 233.36 hours of services at a rate of \$ 110.00 per hour for a total not to exceed \$25,669.80. Services are anticipated to begin on 10/12/2012 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.

Action Learning Systems (ALS) will provide elementary English Language Arts (ELA) benchmark assessments for grades 2-5 at three times during the 2012-13 school year, to be administered at all elementary schools in OUSD. ALS will provide licensed materials including PDF files of test booklets and answer keys for these ELA benchmark assessments for the specified grade levels.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

As a result of administering the Action Learning Systems elementary English Language Arts benchmark assessments, OUSD principals, teachers, and district staff will have formative and summative assessment data to measure student learning in English Language Arts at the elementary school level and to help identify the gaps in student learning. Since the ALS assessments will be administered at all elementary schools, student assessment results also can be compared across classrooms and schools.

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.
-



# Assessments by Design Benchmark Pricing Quote

English-Language Arts	Student #	PDF Option @ \$0.65
Kindergarten		\$ -
Grade 1		\$ -
Grade 2	3493	\$ 2,270.45
Grade 3	3444	\$ 2,238.60
Grade 4	3091	\$ 2,009.15
Grade 5	3138	\$ 2,038.40
Grade 6		\$ -
Grade 7		\$ -
Grade 8		\$ -
Grade 9		\$ -
Grade 10		\$ -
Grade 11		\$ -
Grade 12		\$ -
<b>Subtotal ELA</b>	<b>13164</b>	<b>\$ 8,558.60</b>

Quote #  
2

Proposal Date  
August 13, 2012

District  
Oakland Unified School District

Year  
2012-13

Number of Benchmarks  
2

Notes  
Grade 2-5 - 3 BMKs  
Grade 6-12 - 2 BMKs  
NO MATH

Blueprints will remain the same as 2011-12 school year.

Mathematics	Student #	PDF Option @ \$0.65
Grade 2		\$ -
Grade 3		\$ -
Grade 4		\$ -
Grade 5		\$ -
Grade 6		\$ -
Pre-Algebra		\$ -
Algebra I		\$ -
Geometry		\$ -
Algebra II		\$ -
Trigonometry		\$ -
Probability and Statistics		\$ -
Precalculus		\$ -
<b>Subtotal Math</b>	<b>0</b>	<b>\$ -</b>

**Subtotal All Subjects: 13164 \$ 8,558.60**

Number of Benchmarks: 2 \$ 17,113.20  
Additional BMK3 for Grades 2-5 \$ 8,558.60

Shipping: \$ -  
Sales Tax: \$ -

**Grand Total \$ 25,669.80**

These assessments have been written to align directly to the ALS Focus Standards. Each course includes four multiple-choice Benchmark Exams to be given during the academic year. Additionally, performance assessments have been developed to reflect the CA Standards Test for Direct Writing and the CA High School Exit Exams.

**\*\*This quote expires 60 days from receipt. Prices are subject to change after the 60 days have expired.**

**SOUTHERN CALIFORNIA**  
135 South Rosemead Blvd. • Pasadena, CA 91107  
(626) 744-5344 • Fax (626) 744-5355



**NORTHERN CALIFORNIA**  
3940 Industrial Blvd., #100 • West Sacramento, CA 95691  
(916) 447-0762 • Fax (916) 447-0766

www.actionlearningsystems.com

8/13/2012



## **Company Bio**

Action Learning Systems (ALS) was founded in Los Angeles in 1995 to address three core beliefs: all students can succeed, success breeds more success, and schools must create the conditions of success. The company's founder, Dr. Kit Marshall, traveled the country to develop a visionary school reform model grounded in four simple principles: clear focus, tight alignment, high expectations, and expanded opportunities for success. Based on Dr. Marshall's work throughout the country in standards design and implementation, she developed a school reform model built on the Six Effective Practices of High-Performing Schools:

- Standards-Based Curriculum and Assessment
- Research-Based Strategy Instruction
- Data-Driven Decision Making
- Targeted Professional Development
- Achievement-Driven Structure and Support
- Academic-Centered Family and Community Engagement

Joined by nationally recognized educator Gary Soto, ALS gained status in nearly every aspect of school reform in California in the late 1990s. Along with experienced educators Bob Crowe and Kelly Smith, ALS pioneered a whole school reform model based on research strategies known to have a measurable impact on student achievement: the learning theory and research bases of Rosenshine, Bereiter, Bloom, and Block; studies of school structure and culture by Lazotte and Slavin; and more recent studies of student achievement and performance gains by Marzano, Guskey, and Perkins.

A second office was opened in Sacramento in 2000, and in just a few short years, ALS has gathered a team of educators who believe in Dr. Kit Marshall's vision of whole school reform. ALS continues to ensure not only that students are equipped with critical core knowledge and competence, but also that the structure and operations of a school maximize achievement for all students.

## **School Districts We Currently Work With**

ABC Unified  
Alhambra Union  
Alisa Union  
Alta Loma Elementary  
American Union  
Anaheim City  
Apple Valley  
Arcadia Unified  
Atwater Elementary

Azusa Unified  
Bakersfield City Unified  
Barstow Unified  
Beaumont Unified  
Bellflower Unified  
Bonita Unified  
Brawley Union  
Bret Hart Union High  
Buena Park  
Buttonwillow Union Elementary  
Capistrano Unified  
Caruthers Unified  
Centinela Valley Union High  
Central  
Cherry Creek  
Chino Valley Unified  
Claremont Unified  
Cloverdale Unified  
Clovis Unified  
Corona Norco Unified  
Cucamonga Unified  
Delano Unified  
Delhi Unified  
Desert Sands Unified  
Detroit Public Schools  
Eastern Sierra Unified  
El Monte City  
Elk Grove Unified  
Evergreen Elementary  
Fowler Unified  
Greenfield Union  
Kings Canyon Unified  
Lancaster Elementary  
Leggett Valley Unified  
Lindsay Unified  
Live Oak  
Livingston Union  
Lodi Unified

Madera Unified  
Mammoth Unified  
Manzanita Elementary  
Marysville Unified  
Menifee Union Elementary  
Monson-Sultana  
Montebello Unified  
Monterey Peninsula Unified  
Mountain View  
Mountain View Elementary  
Newman-Crows Landing Unified  
North County Joint Union  
Norwalk-La Mirada Unified  
Oakland Unified  
Pajaro Valley Unified  
Palm Springs Unified  
Panama-Buena Vista Union  
Paramount Unified  
Parlier Unified  
Paso Robles Joint Unified  
Perris Union High  
Pittsburg Unified  
Redlands Unified  
Redondo Beach Unified  
Ridgecrest Charter School  
Roseville City  
Sacramento City Unified  
Salinas Union High  
San Diego Unified  
San Juan Unified  
San Ramon Valley Unified  
South Whittier Elementary  
West Park Elementary

#### **District and School Partners Testimonials**

"Our test scores jumped another 18 points as a District, with Paloma jumping to 821 and CMI climbing to 825. Perris High School with arguably the lowest socioeconomic index in all of Riverside County is

approaching 700. None of this would have happened without the guidance and help of Action Learning Systems. Please thank your entire team!"

- **Jonathan Greenberg, Superintendent**

**Perris Valley Union High School District**

"Action Learning Systems is one of our most important partners and has greatly attributed to our school's success. Our coach has helped us focus and align our instructional programs, providing the coaching we needed to exit Program Improvement. I don't believe we could have experienced a 117 API point gain without the training, coaching, and advice from ALS."

- **Emy Flores, Principal**

**Fullerton Elementary School District**

"Thank you for the incredible work that you provided to our district. We are moving in a new, cohesive direction and greatly appreciate your contribution to our process."

- **Kristin Stout, English and Social Studies Resource Teacher PAR**

**Sequoia Union High School District**

"My staff and I have greatly benefited from our work with ALS. I have become a better instructional leader and my staff have become better facilitators of the teaching and learning process. Our greatest learning comes through Direct Interactive Instruction (DII) and the well-designed Lesson Structure and Sequence. We appreciate our work with the coaches from ALS and continue to work to build capacity within our school site."

- **Yolanda Cole, Principal**

**Lemon Grove School District**

"Thanks for the wonderful demonstration lesson today. I was able to use some of the techniques in my next class! It really helped!"

- **Kathy Cardiff, Teacher**

**South Whittier School District**

"As principal, I have appreciated the support and guidance that the ALS team has provided. We were at a place as a district where we needed help putting it all together. Having ALS provide the Direct Interactive Instruction (DII) coaching in conjunction with the implementation of our new ELA and Math curriculum was perfect! I could go on... I LOVE YOU GUYS!"

- **Lauren Kinney, Principal**

**Beaumont Unified School District**

"Action Learning has been a great partner of Leuzinger High School, and I am proud to say that together, we have made a big difference at this school. In just two years, our API has increased 66 points, and for the first time in several years, we exceeded every API goal set by the State of California. In 2011, our African American API increased 72 points – only three comprehensive high schools in California had greater improvement in this subgroup! Our school's Similar School's Ranking has climbed from a "1" to a "3" over the last two years, and we are no longer the lowest performing school in the district!

ALS has been working primarily with our English and Math teachers on implementing Direct Interactive Instruction in our classrooms. So far, the data has clearly shown that this partnership has made a difference, especially in English. Consider these stunning numbers from the 2010-2011 school year:

- 15% increase in 10th Grade CAHSEE ELA proficiency rates; African Americans increased 19%
- 10% increase in 10th Grade CAHSEE ELA pass rate; African Americans increased 19%
- 7% decrease in kids testing in the bottom 2 bands on the ELA CST
- A 7% increase in proficiency and a 10% decrease in kids testing in the bottom 2 bands on the 11th grade ELA CST

As you can see, ALS has made a difference, and I am proud that we are continuing and expanding our relationship this year."

- *Ryan Smith, Principal*

*Centinella Valley Union High School District*



ASSESSMENTS BY DESIGN

1111 1111 1111



Search Contact Us Client Log-in

Professional Development Products & Programs Support Results Partnerships Community About Us

Overview  
Common Core State Standards

## Assessments By Design - Standards-Based Curriculum and Assessment

### Standards-Based Curriculum and Assessment

#### Assessments By Design

- Constructed Response Scoring Camp
- Instructional Materials
- Professional Development for Teachers
- Standards-Based Grading and Reporting
- Standards-Based Lesson Design
- Standards-Based Multi-Task Performances
- Test Item Writing

#### Research-Based Strategy Instruction

Data-Driven Decision Making  
Targeted Professional Development

Achievement-Driven Structure and Support

Academic-Centered Family and Community Engagement

### *Comprehensive Assessment Solution for California & Common Core State Standards*

In this world of high-stakes educational accountability, waiting until the next school year to see how students performed on last year's high-stakes test is just too late. Because of this, most educators recognize the need for valid and reliable measurements of student achievement to use throughout the year. Educators need to know if their students are mastering the standards and when to make specific modifications to classroom instruction so they can better guide students toward improved academic achievement. What's more, teachers need the rapid turn-around time for results of ongoing assessments in order to quickly and accurately respond to student areas of need.

That's where Assessments by Design comes in.

Action Learning Systems developed Assessments by Design to provide schools and districts with a customized approach to building benchmark assessments targeted to the standard and in the context of California STAR tests and the upcoming Common Core State Standards tests.



### *Services*

- Deconstructing the Common Core State Standards
- Designing and Developing a System of Assessments
- Effective Assessment Rollout
- Benchmark Data Analysis Protocol
- Monitoring Instructional Modifications in the Classroom

### *Learn More*

For more information about Assessments By Design contact Jason Willoughby at [jwilloughby@actionlearningsystems.com](mailto:jwilloughby@actionlearningsystems.com) or (626) 744-5344.

Like 180 people like this. Sign Up to see what your friends like.

Copyright 2011 Action Learning Systems, Inc. All Rights Reserved.

[Terms of Use](#) | [Privacy Policy](#)



Search Contact Us Client Log-in

Professional Development Products & Programs Support Results Partnerships Community About Us

Overview  
Common Core State Standards

## Standards-Based Curriculum and Assessment

### Standards-Based Curriculum and Assessment

- Assessments By Design
- Constructed Response Scoring Camp
- Instructional Materials Professional Development for Teachers
- Standards-Based Grading and Reporting
- Standards-Based Lesson Design
- Standards-Based Multi-Task Performances
- Test Item Writing

- Research-Based Strategy Instruction
- Data-Driven Decision Making
- Targeted Professional Development
- Achievement-Driven Structure and Support
- Academic-Centered Family and Community Engagement

Mastery of standards is the measure by which learning, progress, and achievement is assessed. To be successful, schools must

- Isolate and focus on the most essential basic standards and identify instructional materials to master them.
- Align the curriculum (instructional materials) to standards through curriculum mapping and pacing.
- Use standards based assessment data to drive the instructional program.

ALS uses instructional materials and research-based strategies to support student mastery of content standards.

#### Related Professional Development

- [Assessments By Design](#)
- [Constructed Response Scoring Camp](#)
- [Instructional materials Professional Development for Teachers](#)
- [Standards-Based Grading and Reporting](#)
- [Standards-Based Lesson Design](#)
- [Test Item Writing](#)



Like 180 people like this. Sign Up to see what your friends like.



actionlearning.com

actionlearning.com



Search Contact Us Client Log-in

Professional Development Products & Programs Support Results Partnerships Community About Us

Overview

- Common Core State Standards
- Standards-Based Curriculum and Assessment
- Research-Based Strategy Instruction
- Data-Driven Decision Making
- Targeted Professional Development
- Achievement-Driven Structure and Support
- Academic-Centered Family and Community Engagement

## Overview: Six Effective Practices of High Performing Schools

### Data-Driven Decision Making

Action Learning Systems supports the use of data to analyze current conditions and focus on developing a standards-based curriculum and effective delivery system. It is essential that teachers and administrators be trained to access, interpret, and report summative and formative data to all stakeholders.

[Return to Overview](#)



### Research

A review of 20 research studies has examined characteristics of high performing schools, including over many years on the same topic, and in specific settings and locations. The content of each study was analyzed to determine what characteristics were found most often among high performing schools. There was no single factor that accounted for success or improvement. This study found that high performing schools tend to have a combination of common characteristics.

[Read More](#)

Like 180 people like this. [Sign Up](#) to see what your friends like.

Copyright 2011 Action Learning Systems, Inc. All Rights Reserved.  
[Terms of Use](#) | [Privacy Policy](#)



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).

<b>PRODUCER</b> Walter R. Reinhardt Ins. Agency 499 West Shaw Avenue, Ste. 130 Fresno, CA 93704-2516	<b>CONTACT NAME:</b> PHONE (AG, No, Ext): (559)226-4700		FAX (AG, No): (559)226-2345
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURED</b> Action Learning Systems, Inc 135 S Rosemead Blvd Pasadena, Ca 91107	<b>INSURER A:</b> Hartford Casualty Insurance Company		
	<b>INSURER B:</b> Property & Casualty Inc Co of Hartford		
	<b>INSURER C:</b> Scottsdale Insurance Company		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		


**COVERAGES**                      **CERTIFICATE NUMBER: GL/E & O**                      **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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	51SBAI06329	10/27/2011	10/27/2012	EACH OCCURRENCE \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		51EUCKM1151	10/27/2011	10/27/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory by NIF) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Misc Professional Liability		EKS3049870	10/27/2011	10/27/2012	\$1,000,000 Each Wrongful Act \$1,000,000 Annual Aggregate \$10,000 Retention per act

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Oakland USD is named as an Additional Insured per SS 00 08 04 05 attached

**CERTIFICATE HOLDER**                      **CANCELLATION**

Oakland USD Attn: Contracts Administrator 900 High St Oakland, CA 94601	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  Walt Reinhardt/BLS
--	--

**2. Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

- a. **Any Insured**  
To any insured, except "volunteer workers".
- b. **Hired Person**  
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**  
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation And Similar Laws**  
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**  
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f. **Products-Completed Operations Hazard**  
Included with the "products-completed operations hazard".
- g. **Business Liability Exclusions**  
Excluded under Business Liability Coverage.

**WHO IS AN INSURED**

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**(2) Each of the following is also an insured:**

**Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section

**(f.) Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
    - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

Workers Compensation and Employers Liability  
Insurance Policy Information Page

A Stock Insurance Company  
Corporate Offices: San Diego, CA  
Carrier Code: 10800

**Preferred Employers**  
INSURANCE COMPANY

Policy Number: WKN 115542-10

Renewal of: WKN 115542-9

1. The Insured Name & Mailing Address:

ACTION LEARNING SYSTEMS, INC.  
135 SOUTH ROSEMEAD BLVD.  
PASADENA, CA 91107

FEIN: 68-0369330

Type of Entity: Corporation

Other Insured Names/Workplaces not shown above: See attached schedule"

2. Policy Period: This policy is effective from 05/01/12 to 05/01/13 12:01 A.M.

3. Coverage:

A. Workers Compensation Insurance: Part One on the policy applies to Workers Compensation Law of the state(s) listed here: California

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$1,000,000	each accident.
Bodily Injury by Disease	\$1,000,000	policy limit.
Bodily Injury by Disease	\$1,000,000	each employee.

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:  
NONE

D. Endorsements and schedules included with this policy:

PEI101, PEI102, PEI1001A, PEI107, PEI110, PEI111, PEI119A, PEI127A, PN049901C,  
PN049902B, WC040104, WC040416

4. Premium: The premium for this policy will be determined by our manuals of rules, classifications, rates and rating plans. All information required below is subject to verification and change by audit.  
See Classification and Rating Schedule

Minimum Premium: \$1,000  
Billing: Direct  
Premium Adjustment Period: Annual with 4 mo. check

Total Estimated Policy Premium: \$56,605

Deposit Premium: \$5,656

Producer: INTERWEST - CHICO  
1357-A EAST LASSEN  
CHICO, CA 95927

(530) 895 - 1010

Issue Date: 05/01/12 at SAN DIEGO, CA

  
Authorized Representative

PEI 100  
04/01/98

# EPLS

## Excluded Parties List System

**Search Results Excluded By  
Firm, Entity, or Vessel : Action Learning Systems, Inc.  
as of 05-Sep-2012 1:41 PM EDT**

**Your search returned no results.**



# OUSD Consultant Billing Rate Guideline Waiver Request

### Directions

All District professional services contracts must be paid at an hourly rate within the OUSD Billing Rate Guidelines. Principals and managers can submit a waiver request to pay consultants at a higher hourly rate or in special circumstances, a flat fee contract. Billing rate guideline waivers require Cabinet level approval (Deputy Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to renegotiate the compensation and resubmit the contract for approval.

Contractor Name	Action Learning Systems, Inc.
Contract Originator Name	Jean Wing
Site or Department	Research, Assessment and Data
Requisition Number	R0303461

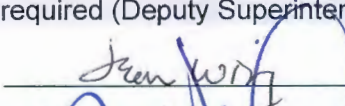
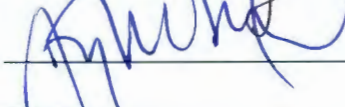
**Reason for requested waiver:**

Specialized skills set justifies higher hourly rate, see resume or statement of qualifications attached

Short-term contract requires a higher hourly rate. Contract is less than one month in duration.

Other, please explain:

**Approval** Cabinet Level approval required (Deputy Superintendent)

Regional or Executive Officer		Date	10/16/12
Cabinet Level		Date	

# Consultant Fingerprint/Criminal Background Check Waiver Request

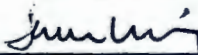
## Directions

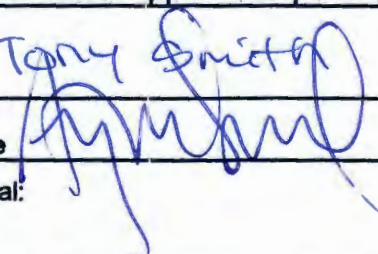
The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check through OUSD. The OUSD Administrator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require Cabinet level approval (Deputy Superintendent/Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

Contractor Name	Action Learning Systems, Inc.		
Originator Name	Jean Wing, Ph.D.	Site or Department	Research, Assessment & Data
Which sites or locations will the contractor be working at?	Off site		
<b>TB Clearance Requirement</b>			
<i>Proof of negative TB status is required for all consultants who will be working with OUSD students or staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one time speaker with less than 6 hours of contact with OUSD employees.</i>			
How is this contractor going to meet the TB clearance requirement?			
TB Waiver requested <input checked="" type="checkbox"/>		Proof of TB clearance is in the contract packet <input type="checkbox"/>	

**[TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.]**

CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))

OUSD Representative's Name	Jean Wing, Ph.D.	Title Executive Director of RAD
OUSD Representative's Signature		Date 9/5/2012

<b>Approval Cabinet Level approval required (Deputy Superintendent/Superintendent)</b>	
Approver Name Tony Smith	Title Superintendent
Approver Signature 	Date
Reason for Approval:	

# 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/epls/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) [thuydung.nguyen@ousd.k12.ca.us](mailto:thuydung.nguyen@ousd.k12.ca.us)

## Contractor Information

Contractor Name	Action Learning Systems, Inc.	Agency's Contact	Brad Wilson		
OUSD Vendor ID #	V055359	Title	Director of Assessment		
Street Address	3940 Industrial Blvd, #100	City	W Sacramento	State	CA Zip 95691
Telephone	(916) 447-0762	Email (required)	hnoah@actionlearningsystems.com		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No		

## Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	10/12/2012	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 110.00	Number of Hours (required)	233.36		

## 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
0000	General Fund	9481110201	5825	\$ 25,669.80
			5825	\$
			5825	\$
Requisition No. (required) R0303461			Total Contract Amount \$ 25,669.80	

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

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

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

1.	Administrator / Manager (Originator)		Name	Jean Wing, Ph.D.	Phone	(510) 451-4164
	Site / Department		Research, Assessment and Data (RAD)		Fax	(510) 451-4164
	Signature <i>Jean Wing</i>				Date Approved	9/7/2012
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					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature			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					
4.	Signature			Date Approved		
	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		P1303564		

