

Board Office Use: Legislative File Info.	
File ID Number	14-2477
Introduction Date	1-28-15
Enactment Number	15-0141
Enactment Date	1/28/15 OA



Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by Procurement) 1/28/15

Subject Professional Services Contract - Development Without Limits West
- 922/Community Schools and Student Services (site/department)

Action Requested Approval of professional services contract between Oakland Unified School District and Development Without Limits West. Services to be primarily provided to 922/Community Schools and Student Services for the period of 10/01/2014 through 06/30/2015.

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

The OUSD After School Programs Office will utilize the services of Development Without Limits West (DWL West) in order to strengthen the quality of OUSD after school programs. Development Without Limits West will provide 15 participating after school sites with professional development on the academic and social-emotional needs of English Language Learners. They will provide training, coaching, and technical assistance on how to structure after school program activities to more effectively meet the needs of ELL students. DWL West brings specific expertise in working with English Learner and immigrant students in a holistic manner. In the last decade, DWL West staff have conducted groundbreaking research on best practices in inclusive curriculum design and teaching strategies, implemented data-based approaches to improving public education, and have become experts on the experiences of immigrant students in schools. Based on their research-based knowledge of successful EL education and expertise and familiarity of the after school field, they provide robust English Learner professional development to help practitioners both understand the unique complexities and meet the needs of English Learner and immigrant students. OUSD successfully applied for grant funds from Anonymous donor to support the second year of OUSD's partnership with Development Without Limits West. This partnership directly supports the efforts of the OUSD After School Programs Office to increase after school supports for English language learners, and strengthen the quality of after school instruction.

Discussion
One paragraph summary of the scope of work.

Ratification by the Board of Education of a Professional Services Contract between the District and Development Without Limits West, Oakland, CA, for the latter to provide ongoing professional development for after school program staff to build their knowledge of the learning needs of English Language Learners, and to build their capacity to implement strategies in the after school setting that support the literacy development of ELL students; this support will be combined with curriculum and facilitation training provided by the After School Programs Office, in order to create a robust English Language Learner/Literacy Learning Community for after school staff from up to 15 elementary sites; their participation in the ELL/Literacy Learning Community, program staff will gain the capacity and resources to support English language production and academic language development of younger elementary students; learning community participants will facilitate weekly after school literacy classes utilizing training and curriculum from the learning community and on-site coaching support to programs as needed for the period of October 1, 2014 through June 30, 2015, in an amount not to exceed \$15,000.00.

Recommendation Approval of professional services contract between Oakland Unified School District and Development Without Limits West. Services to be primarily provided to 922/Community Schools and Student Services for the period of 10/01/2014 through 06/30/2015.

Fiscal Impact Funding resource name (please spell out) 4124 / 21st CCLC Core and Family Literacy Grant not to exceed \$ 15,000.00

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

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Development Without Limits West

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

1. **Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 10/01/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than 06/30/2015.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Fifteen Thousand Dollars (\$ 15,000.00) [per fiscal year], at an hourly billing rate not to exceed _____ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A, which shall not exceed a total cost of _____.

5. **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.

6. **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.
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:

OUSD Representative:

Name: Julia Ma
Site /Dept.: 922/Community Schools and Student Services
Address: 746 Grand Avenue
Oakland, CA 94610
Phone: 510-273-1541
Email: julia.ma@ousd.k12.ca.us

CONTRACTOR:

Name: Jhumpa Bhattacharya
Title: Co-Director
Address: 3021 California Street
Oakland CA 94602
Phone: (510) 919-9228
Email: jhumpa@developmentwithoutlimits.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.

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

9. **Insurance:**

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

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

Check one of the boxes below:

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

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

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

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

OR

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

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

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

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

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
 14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
 15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
 16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
 17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
 18. **Conduct of CONTRACTOR:** 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:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
 20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
 21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
 22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

Professional Services Contract

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

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable, 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.

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

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

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

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

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

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

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

- 31. 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.

OAKLAND UNIFIED SCHOOL DISTRICT

[Handwritten signature]

Secretary, Board of Education

- President, Board of Education
- Superintendent or Designee

CONTRACTOR

[Handwritten signature]

Contractor Signature

Jhumpa Bhattacharya Co-Director

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 14-2477
Introduction Date: 1/28/15
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By: OD

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.

Scope of Work is attached for Development Without Limits West for full detail.

Agency Director and Site Coordinator EL Learning Community

DWL West will design and facilitate an EL Learning Community to help Agency Directors and Site Coordinators design and provide programming to help EL students thrive both academically and socially. The Learning Community will meet for a total of 5 times from October 2014 – June 2015. All meetings will be for 2 hours. Additionally, DWL West will provide a full day English Learner Summit focused on the socio-emotional needs of English learners, English learner typologies, and strategies to support English language development. There will be up to 15 after school programs in the Learning Community.

Topics will include:

- Aligning an English Learner program assessment with the after school quality improvement process
- Setting realistic goals for supporting ELs in programs
- Family and community engagement
- Establishing leadership skills to support ELs within our organizations

On-Site Coaching Support for Afterschool Programs

DWL West will offer a total of 128 hours of on-site coaching to be divided amongst the participating programs in the EL learning community. The coaching sessions will assist programs with embedding the values and concepts from the EL Program Assessment and other learning community topics into their programs.

- 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.

This project will be a collaborative effort between the OUSD After School Programs Office (ASPO) and Development Without Limits West, a local non-profit organization with expertise in providing professional development on effective strategies to support literacy development and serve English Language Learners in the after school context. The ASPO will continue to work in partnership with Development Without Limits West to co-plan the Literacy Learning Community for participating after school program sites. Last school year, we collaborated with the district's Leadership, Curriculum, and Instruction (LCI) Department on the development of our initial pilot curriculum binder for this learning community. The English Language Learner Unit of LCI was very helpful in sharing district resources so that our after school ELL/Literacy learning community could be aligned to district efforts to support ELL students and to implement the new Common Core State Standards for ELA. For Year 2, we hope to be able to continue to collaborate with the district's Teaching and Learning Department (formerly called LCI), to ensure alignment between after school and school day efforts to support literacy development; however, due to that department's restructuring under OUSD's new leadership, we anticipate that these collaborative discussions will not occur until later in the Fall or Winter. In the meanwhile, we plan to bring on a highly skilled OUSD elementary school teacher to support the curriculum development component of this project. Priscilla Parchia is a teacher at Manzanita SEED school, and has actively participated in ELL trainings for the past two years through the dual language corridor in LCI. Ms. Parchia also has extensive after school work experience; thus, understands the after school context and the needs of the after school workforce. With her classroom teaching experience, extensive knowledge of effective teaching strategies for ELL students, and deep understanding of the after school context, Ms. Parchia will be a huge asset in supporting the goals of our ELL/Literacy Learning Community.

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

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

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

Please select:

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



Development Without Limits West
Scope of Work
Afterschool Literacy/English Learners Learning Community
October 2014-June 2015

Background Information

An affiliate of New York-based Development Without Limits, **Development Without Limits West** (DWL West) provides high-quality professional development, curriculum development, best practices research, comprehensive technical assistance and on-site coaching for youth-serving organizations. With a strong commitment to social justice and in-depth knowledge and expertise in working with diverse youth and communities, we provide a clear vision and resources to help create quality, equity-based programming that meets both the academic and social-emotional needs of all youth.

DWL West brings specific expertise in working with English Learner and immigrant students in a holistic manner. In the last decade, Jhumpa Bhattacharya and Jimena Quiroga Hopkins have conducted groundbreaking research on best practices in inclusive curriculum design and teaching strategies, implemented data-based approaches to improving public education, and have become experts on the experiences of immigrant students in schools. Based on their research-based knowledge of successful EL education and expertise and familiarity of the after school field, they provide robust English Learner professional development to help practitioners both understand the unique complexities and meet the needs of English Learner and immigrant students.

Pieces of Work

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

English Learner Summit

DWL West will conduct a One-Day English Learner Summit to help OUSD after school programs understand and meet the needs of English Learner students. Participants in this summit will consist of line staff, agency directors and site coordinators that did not attend the Learning Community last year. In this Summit, participants will:

- Engage in self-reflection
- Learn about the socio-emotional needs of English Learners and begin to explore how to address these needs
- Become familiar with English Learner Typologies
- Gain strategies in supporting English language development
- Explore the importance of home language and cultural identity support

Time: 14 hours of facilitation; 6 hours of planning

Agency Director and Site Coordinator EL Learning Community, Year 2

DWL West will design and facilitate an EL Learning Community to continue to help Agency Directors and Site Coordinators design and provide programming that ensures EL students thrive both academically and socially. This year, the Learning Community will focus on program assessment and integrating best practices into the heart of their program. The Learning Community will meet for a total of 5 times from October 2014 – June 2015. All meetings will be for 2 hours. There will be a maximum of 15 programs in the Learning Community.

Topics may include:

- Aligning an EL Program Assessment with the PQA assessment process
- Setting realistic goals for supporting ELs in programs
- Family and community engagement
- Establishing leadership skills to support ELs within our organizations

Time: 20 hours of facilitation; 20 hours of planning

On-Site Coaching Support for Afterschool Programs

DWL West will offer a total of 128 hours of on-site coaching to be divided by each of the programs that are a part of the EL Learning Community. The coaching sessions will assist programs with embedding the values and concepts from the EL Program Assessment and other topics in the Learning Community into their programs.

Time: 128 hours

Budget

Activity	Hours	Cost*
English Learner Summit	20	\$2500
Learning Community Facilitation and Prep	40	\$5000
Coaching to Programs: 96 hours total (58 hours plus 38 banked hours)	58	\$7,250
Materials		\$250
Total		\$15,000.00

* Reflects discounted rate of \$125/hour (normal rate is \$150)

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

Organizational Retreats:

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

Curriculum/Resource Development for Youth-Serving Programs:

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

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

Best Practices Research:

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

Direct Services:

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

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

Our Staff

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

Our Clients

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

NY State Department of Education

NY State Office of Children and Family Services

NYC Department of Education

NYC Department of Youth and Community Development

United States Department of Education

LA's BEST Afterschool Enrichment Program

City of Poughkeepsie, NY

The Afterschool Corporation

New Haven Free Public Library

City University of New York

Harlem Children's Zone

YMCA of Greater New York

Children's Aid Society

National Summer Learning Association

Police Athletic League

School's Out Washington

California School-Age Consortium

For a complete list of clients, please visit www.developmentwithoutlimits.org



Capabilities Statement

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

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

Organizational Summary:

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

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

Our Services:

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

Staff and Manager Training:

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

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

Technical Assistance:

SAM Search Results
List of records matching your search for :

Search Term : Development* Without* Limits* West*
Record Status: Active

No Search Results



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/03/2014

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

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

PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Development Without Limits West 3021 California St Oakland CA 94602	INSURER A: Hiscox Insurance Company Inc	NAIC # 10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		UDC-1519830-CGL-14	12/03/2014	12/03/2015	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ S/T Gen. Agg.
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Oakland Unified School District is listed as an additional insured

CERTIFICATE HOLDER
 Oakland Unified School District
 Attn: Risk Dept.
 900 High Street
 Oakland, CA 94601
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Hiscox Insurance Company Inc.

Policy Number: UDC-1519830-CGL-14
Named Insured: Development Without Limits West
Endorsement Number: 15
Endorsement Effective: December 03, 2014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Table with 1 column: Name Of Additional Insured Person(s) Or Organization(s). Content: Oakland Unified School District, 900 High Street, Oakland, CA 94601

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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; or
B. In connection with your premises owned by or rented to you.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

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	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input checked="" type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/)
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input type="checkbox"/> 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) Renee.McMearn@ousd.k12.ca.us

Contractor Information

Contractor Name	Development Without Limits West	Agency's Contact	Jhumpa Bhattacharya		
OUSD Vendor ID #	1006293	Title	Co-Director		
Street Address	3021 California Street	City	Oakland	State	CA Zip 94602
Telephone	(510) 919-9228	Email (required)	jhumpa@developmentwithoutlimits.org		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	10/01/2014	Date work will end	06/30/2015	Other Expenses	
Pay Rate Per Hour (required)		Number of Hours (required)			

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
4124	21st CCLC	9221862401	5825	\$ 4,800.00
4124	21st CCLC	9221863401	5825	\$ 6,500.00
4124	21st CCLC	9221865401	5825	\$ 3,700.00
Requisition No. (required)	R0152677		Total Contract Amount	\$ 15,000.00

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Julia Ma	Phone	510-273-1541
	Site / Department	922/Community Schools and Student Services		Fax	510-273-1501
	Signature	<i>Julie Ma</i>		Date Approved	
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Community Schools and Student Services				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature	<i>Renee McMearn</i>		Date Approved	12/15/2014
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	<i>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</i>		Date Approved	12/15/14
	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
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	P1504436	