

| Board Office Use: Legislative File Info. | |
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| File ID Number | 12-2903 |
| Introduction Date | 11-14-12 |
| Enactment Number | 12-2826 |
| Enactment Date | 11-14-12 |



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)

11-14-12

Subject

Professional Services Contract -
 National Equity Project Oakland CA (contractor, City State)
 Elmhurst Community Prep- 221 (site/department)

Action Requested

Approval of a professional services contract between Oakland Unified School District and National Equity Project. Services to be primarily provided to Elmhurst Community Prep- 221 for the period of 10/15/2012 through 06/30/2013.

Background

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

The National Equity Project will provide coaching services and support to Elmhurst Community Prep leaders and teachers to assess and address the specific learning gaps that underlie low academic performance, and raise the overall effectiveness of classroom instruction and intervention to meet every student's needs.

Discussion

One paragraph summary of the scope of work.

The National Equity Project will provide Partnerships for Learning (formerly Impact 2012) support for Elmhurst Community Prep. Partnership for Learning coaching services support school leaders and teachers to assess and address the specific learning gaps and needs that underlie low academic performance, raise the effectiveness of classroom instruction and intervention to meet students' needs, and create the conditions that enable the school as a whole to reliably address these gaps in the future.

Recommendation

Approval of professional services contract between Oakland Unified School District and National Equity Project. Services to be primarily provided to Elmhurst Community Prep- 221 for the period of 10/15/2012 through 06/30/2013.

Fiscal Impact

Funding resource name (please spell out) SIG-Trans Instruction
 not to exceed \$ 35,000.00

Attachments

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

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and National Equity Project (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 10/15/2012, 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 Thirty Five Thousand Dollars (\$35,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: none.

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

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

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* none which shall not exceed a total cost of \$ 0.00.
- CONTRACTOR Qualifications / Performance of Services.**

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

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

- 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: Kilian Betlach
Site /Dept.: Elmhurst Community Prep- 221
Address: 1800 98th Avenue
Oakland, CA 94603
Phone: 639-2888

CONTRACTOR:

Name: Julia Chih
Title: Director of Fiance & Operations
Address: 1720 Broadway, 4th Floor
Oakland CA 94612
Phone: (510) 208-0160

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

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

10. Insurance:

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

Check one of the boxes below:

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

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

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

OR

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

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

Professional Services Contract

- 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/eplsearch.do>)

Summary of terms and compensation:

Anticipated start date: 10/15/2012 Work shall be completed by: 06/30/2013 Total Fee: \$ 35,000.00

OAKLAND UNIFIED SCHOOL DISTRICT


 President, Board of Education
 Superintendent or Designee

11/15/12
Date

CONTRACTOR


 Contractor Signature

10/2/12
Date


 Secretary, Board of Education

11/15/12
Date

Julia Chih Director of Finance & Operatio
Print Name, Title

File ID Number: 12-2903
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 Enactment Date: 11-14-12
 By: Jf

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.

The National Equity Project will provide Partnerships for Learning (formerly Impact 2012) support for Elmhurst Community Prep. Partnership for Learning coaching services support school leaders and teachers to assess and address the specific learning gaps and needs that underlie low academic performance, raise the effectiveness of classroom instruction and intervention to meet students' needs, and create the conditions that enable the school as a whole to reliably address these gaps in the future.

SCOPE OF WORK

National Equity Project _____ will provide a maximum of 160.00 hours of services at a rate of \$218.75 per hour for a total not to exceed \$35,000.00. Services are anticipated to begin on 10/15/2012 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.

Building on a successful partnership over the past several years, the National Equity Project will offer continued support to Elmhurst Community Prep in Partnerships for Learning work. Coaching will be tailored to the instructional and leadership needs of the site but will continue our focus on building the school's capacity to implement Partnerships for Learning assessment and intervention cycles rooted in inquiry processes. School-site teams work with identified "focal students", designing and implementing assessment and intervention cycles to meet these students' learning needs as a lens for better understanding all students' needs.

Since a key goal for coaching this year is to develop internal staff capacity and systems in order to make the transition out of SIG funding, the National Equity Project coach will need to front-load coaching time in the Fall, so that coachees become more able to lead their own work in the spring.

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 National Equity Project coaching, Elmhurst Community Prep leaders and teachers will dramatically improve their ability to assess and address the learning gaps that underlie low student achievement, and raise the overall effectiveness of classroom instruction to meet every student's needs.

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

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



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SN

DATE (MM/DD/YYYY)

07/19/12

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 BPIA Business Professional Insurance Associates 1519 South B Street San Mateo, CA 94402 | | 650-341-4484 650-341-4465 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: NATIO-7 | FAX (A/C, No): |
| INSURED National Equity Project 1720 Broadway, Floor 4 Oakland, CA 94612 | | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | | INSURER A: Travelers Property Casualty Co | | 25887 |
| | | INSURER B: Employers Fire Insurance Co. | | |
| | | 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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-------------------------------------|----------|-----------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | X-660-372X2616-TIL-12 | 07/01/12 | 07/01/13 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | <input checked="" type="checkbox"/> | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | \$ |
| A | AUTOMOBILE LIABILITY | | | BA-0181W566-12 | 07/01/12 | 07/01/13 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | | | \$ |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | \$ |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> EXCESS LIAB | | | | | | AGGREGATE \$ |
| | <input type="checkbox"/> OCCUR | | | | | | \$ |
| | <input type="checkbox"/> CLAIMS-MADE | | | | | | \$ |
| | <input type="checkbox"/> DEDUCTIBLE | | | | | | \$ |
| | <input type="checkbox"/> RETENTION \$ | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | FN 0329402 08 | 07/01/12 | 07/01/13 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> | N/A | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

Certificate holder is named as additional insured with respects to the insured's business operations. Additional insured applies to General Liability policy only.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School Dist.
 1025 2nd Avenue
 Oakland, CA 94606

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

Virginia J. Santana

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NATIONAL
EQUITY
PROJECT

Deliver on the promise
of a quality education

Statement of Qualifications

The National Equity Project (formerly the Bay Area Coalition for Equitable Schools / BayCES) works to dramatically improve educational experiences, outcomes, and life options for historically underserved students by building the capacity of leaders and teachers to meet the learning needs of every student.

Since 2000, we have supported over 100 schools in over a dozen districts to better serve low-income, African American and Latino students through a positive climate for learning, effective relationships between staff and students, and data-driven instructional improvement. The National Equity Project has coached hundreds of leaders to improve educational equity and student learning in schools and districts. As a leader of the small schools movement in the Bay Area, we helped to open over 40 new small schools focused on personalization, teacher collaboration, and equity. Evaluations show that these schools have accelerated student learning. Our coaching staff consists of 24 former teachers and administrators, and experts in organizational change and development.

In the course of this work, the National Equity Project has developed tools and processes to build leadership capacity for guiding equity focused reform while addressing institutional resistance to change. Our Leading for Equity (LFE) programs build leadership at any formal level of an organization through the development of cultural competence, emotional intelligence, communication and relationship skills, and a deep understanding of the effects of underlying beliefs on behavior and performance. Through supportive, blame-free institutes and coaching, LFE helps clients understand and address racial and cultural dynamics that impede the success of change efforts and perpetuate racial inequities.

National Equity Project Leadership Team

LaShawn Routé Chatmon, Executive Director

lchatmon@nationalequityproject.org

Prior to leading the National Equity Project, LaShawn was the Director of our Oakland High School Redesign Initiative for seven years. A California native and recipient of public school education, LaShawn earned her B.A. from UC Berkeley, her Masters in teaching from Brown University, and taught American and World History, Economics, and African American and Ethnic Studies in secondary schools for over ten years. While teaching at Berkeley High School, she co-directed the Diversity Project with Dr. Pedro Noguera, a research and education reform effort in collaboration with UC Berkeley.

Victor Cary, Senior Director

vcary@nationalequityproject.org

Victor has worked in education for over 35 years, starting as a high school teacher in Richmond, CA. Since joining the National Equity Project in 2000, Victor has led the development of our Coaching for Equity framework and professional development curriculum. Victor has worked on several reform initiatives, serving as Director of both the California Alliance for Mathematics and Science (CAMS) Initiative and the Mathematics, Engineering, Science Achievement (MESA) Center at UC Berkeley. Victor received his B.A. from UC Berkeley, and M.A. in Education from Stanford University.

Lisa Lasky, Senior Director

llasky@nationalequityproject.org

Lisa has worked in education for over 20 years as a teacher, leader, school and district coach. Before joining the National Equity Project in 1995, Lisa worked with Ted Sizer at the national office of the Coalition of Essential Schools, supporting schools across the country and planning professional development. She has served in many roles at the National Equity Project, including Director of the School Grants Program and Deputy Director. She holds a B.A. in Sociology and English from the State University of New York, College at Cortland and an M.A. in Education from UC Berkeley.

Chinyelu Martin, Senior Director

cmartin@nationalequityproject.org

Chin has been teaching, consulting and redesigning public schools for over ten years. Chin came to the National Equity Project in 2002 after earning an M.A. in Education at Emory University. He drew inspiration for his thesis at Emory, which called for creating educational environments that develop job-related skills, from his years managing and redesigning two YouthBuild Inc. charter schools in Providence and Boston. Chin earned his Bachelor's degree from Emory University in Atlanta, GA, majoring in Elementary Education.



**Search Results Excluded By
Firm, Entity, or Vessel : national equity project
as of 02-Oct-2012 2:36 PM EDT**

Your search returned no results.

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)* nancy.gomez@ousd.k12.ca.us

Contractor Information

| | | | | | |
|--------------------|---|------------------|---|-------|--------------|
| Contractor Name | National Equity Project | Agency's Contact | Julia Chih | | |
| OUSD Vendor ID # | V018785 | Title | Director of Finance & Operations | | |
| Street Address | 1720 Broadway, 4th Floor | City | Oakland | State | CA Zip 94612 |
| Telephone | (510) 208-0160 | Email (required) | jchih@nationalequityproject.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 | 10/15/2012 | Date work will end | 06/30/2013 | Other Expenses | \$0.00 |
| Pay Rate Per Hour (required) | \$218.75 | Number of Hours (required) | 160.00 | | |

Budget Information

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

| Resource # | Resource Name | Org Key | Object Code | Amount |
|-----------------------------------|--------------------|------------|------------------------------|--------------|
| 3181 | SIG-Trans Instruct | 2213181101 | 5825 | \$ 35,000.00 |
| | | | 5825 | \$ |
| | | | 5825 | \$ |
| Requisition No. (required) | R0302680 | | Total Contract Amount | \$ 35,000.00 |

Approval and Routing (in order of approval steps)

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

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

| | | | | | |
|--|---|------------------------------|-----------------|---|----------|
| 1. | Administrator / Manager (Originator) | Name | Kilian Betlach | Phone | 639-2888 |
| | Site / Department | Elmhurst Community Prep- 221 | | Fax | 639-2891 |
| | Signature | | | Date Approved | 10.2.12 |
| 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 checked="" type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA) | | | | |
| | Signature | | | Date Approved | 10/4/12 |
| 3. | Regional Executive Officer | | | | |
| | <input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site | | | | |
| | <input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work | | | | |
| Signature | | | Date Approved | 10/25/12 | |
| 4. | Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations | | | Consultant Aggregate Under: <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000 | |
| | Signature | | | Date Approved | 10-29-12 |
| 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 | | |





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 | National Equity Project |
| Contract Originator Name | Kilian Betlach |
| Site or Department | Elmhurst Community Prep - 221 |
| Requisition Number | R0302680 |

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 _____

Cabinet Level _____ Date _____