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| Board Office Use: <b>Legislative File Info.</b> |         |
| File ID Number                                  | 16-1104 |
| Introduction Date                               | 6-8-16  |
| Enactment Number                                | 16-0889 |
| Enactment Date                                  | 6-8-16  |



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools. Thinking Students.*

# Memo

**To** Board of Education  
**From** Antwan Wilson, Superintendent

**Board Meeting Date**  
(To be completed by  
Procurement) 6-8-16

**Subject** Professional Services Contract - Stanford University; Board of Trustees  
- English Language Learner and Multilingual Achievement Office (site/department)

**Action Requested** Ratification of professional services contract between Oakland Unified School District and Stanford University; Board of Trustees. Services to be primarily provided to English Language Learner and Multilingual Achievement Office for the period of 04/15/2016 through 06/30/2016.

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

Reclassification and student performance data shows that English learners are not performing at the same level as their English speaking peers. Building the capacity of principals to assess and improve the instructional environment for English learners is of the utmost importance as they comprise nearly one third of the district's enrollment. The professional development provided by Stanford will provide the district with tools and practices that can be used with other principals in the future beyond those participating in this cohort, providing added benefit.

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

Ratification by the Board of Education of a Professional Services Contract between the District and Stanford University; Board of Trustees, Palo Alto CA for the latter to Facilitate school leadership learning, inquiry, and development series recruited by the Oakland Unified School District (English Language Learner and Multilingual Achievement team), on site assistance with self-studies, and facilitate school leadership retreat to provide final feedback and refinement to suite of processes, tools, and protocols to support English Learner students for the period of April 15, 2016 through June 30, 2016 in an amount not to exceed \$20,700.00

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Stanford University; Board of Trustees. Services to be primarily provided to English Language Learner and Multilingual Achievement Office for the period of 04/15/2016 through 06/30/2016.

**Fiscal Impact** Funding resource name (please spell out) TITLE II EL INSTUCT SUPV  
not to exceed 20,700.00

**Attachments**

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



## CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office  
With Every Consent Agenda Contract.**

**Legislative File ID No.** 16-1104

**Department:** ELLMA (954)

**Vendor Name:** Stanford University

**Contract Term:** Start Date: 4/15/16

End Date: 6/30/16

**Annual Cost:** \$ 20,700

**Approved by:** Nicole Knight

**Is Vendor a local Oakland business?** Yes ☐ No ☒

### Why was this Vendor selected?

Stanford University has partnered with OUSD extensively to evaluate English Learner programs and support the improvement of programming for these students. This contract will bring the ELLMA office into collaboration with the Understanding Language team at Stanford which focuses specifically on building school and district capacity to support English Learners. There is no other local institute of higher education that has had this degree of engagement with OUSD or this deep of an understanding of our EL programs.

### Summarize the services this Vendor will be providing.

Professional learning for site leaders and their teams around tools to assess and improve instruction for English learners. These tools and processes will then be codified and shared with other sites that may not be able to participate in the PD series.

**Was this contract competitively bid?** Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

Based upon prior partnerships with institutions of higher education for professional development this price is actually lower than many others considering the number of participants and the length of the engagements.

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☒ **Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
  - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - ☐ Western States Contracting Alliance Contracts (WSCA)
  - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**



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**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

## PROFESSIONAL SERVICES CONTRACT 2015-2016

This Agreement is entered into between Stanford University; Board of Trustees

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

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 04/15/2016, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$ 86,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$ 86,000, whichever is later. The work shall be completed no later than 06/30/2016.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed twenty thousand seven hundred Dollars (20,700.00) [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: NA

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.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: NA  
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.
- 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.
- 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: Nicole Knight  
Site /Dept.: English Language Learner and Multilingual Achievement  
Address: 1000 Broadway, Suite 398  
Oakland, CA 94607  
Phone: 510-551-8945  
Email: marilu.boytes@ousd.org

**CONTRACTOR:**

Name: Kenji Hakuta  
Title: Professor Emeritus, Stanford University  
Address: 3145 Porter Drive  
Palo Alto, CA 94304  
Phone: 415-370-3239  
Email: tcheuk@stanford.edu

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



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.

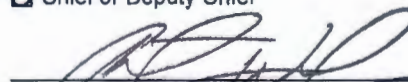
CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, 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.

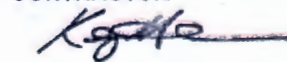
24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from 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

- ☐ President, Board of Education  
☐ Superintendent  
☐ Chief or Deputy Chief

  
Secretary, Board of Education

CONTRACTOR



Contractor Signature


Kenji Hakuta

Professor Emeritus, Stanford University

Print Name, Title

Form approved by OUSD General Counsel for 2015-16 FY

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM

By: 

File ID Number: 16-1104  
Introduction Date: 6-8-16  
Enactment Number: 16-0889  
Enactment Date: 6-8-16

## 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.

1.) Facilitated school leadership learning, inquiry, and development series (mixed grades) recruited by OUSD (ELLMA team).

1 Principal Investigator (0.25 days)

1 Project Lead/Researcher (3 days)

2 Researchers (2 days total)

2.) On site assistance with self-studies

1 Project Lead/Researcher (1.5 days)

2 Researchers (1.5 days total)

3.) Facilitated school leadership retreat (1 full day at Stanford University) to provide final feedback and refinement to suite of processes, tools, and protocols.

1 Principal Investigator (0.25 days)

1 Project Lead/Researcher (1.5 days)

2 Researchers (2 days total)



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.

Overall, this project will provide school sites with processes and tools that allow for school-led studies of their classrooms and school-based practices that influence academic, and social-emotional outcomes for students who are ELL/EBs. This suite of deliverables will codify the entire self-study and analysis processes for site-based instructional leadership teams in using the data/knowledge generated to be part of the OUSD's work in supporting students who are English Language Learners/Emergent Bilinguals at sites.

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 type="checkbox"/> Safe, healthy and supportive schools                           |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality  |
| <input checked="" type="checkbox"/> High quality and effective instruction      | <input 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.

**Oakland Unified School District / UL-SCALE Scope of Work**  
**April 2016 – July 2016**

**DRAFT SERVICE AGREEMENT**  
**April 15, 2016**

This Services Agreement ("Agreement") is made effective \_\_\_\_\_[date] by and between **Oakland Unified School District**, 1000 Broadway Suite 680, Oakland, CA 94607, and **Understanding Language - Stanford Center for Assessment, Learning and Equity (UL-SCALE)**, Stanford University Graduate School of Education, 1705 El Camino Real, Palo Alto, CA, 94306 ("**Consultant**"), in accordance with the terms and provisions below:

**1. Statement of Purpose**

The purpose of this Scope of Work (SOW) is to define the Phase 1 services that the Understanding Language – Stanford Center for Assessment, Learning, and Equity (UL-SCALE) agrees to provide to the English Language Learner & Multilingual Achievement (ELLMA) office within the Oakland Unified School District (OUSD). This phase of the project involves

1. developing and testing self-study processes and instruments to examine and gauge the strengths and needs of a school's supports and programming for students who are English Language Learners/Emergent Bilinguals and
2. developing and testing an analytical framework and discourse protocols for school leaders to work as a professional learning community to share, make sense of, and create plans based on the data gathered from the self-study.

Phases 2 and 3, which would involve conducting a full-scale self-study and identifying/codifying best practices and rubrics, will not be included in this services agreement.

**2. Project Description**

In response to the complaint filed to the Office of Civil Rights (OCR), ELLMA will be partners with UL-SCALE in building deeper capacity around systematically identifying, understanding, and responding to the organizational and instructional issues related supporting students who are English Language Learners/Emergent Bilinguals (ELL/EB) in Oakland Unified School District (OUSD) to successfully achieve. This work is a direct response and action item to the OCR complaint filed in 2015-2016.

To achieve this goal, OUSD will work with UL-SCALE from April 2016 through June 2016. UL-SCALE will be working with small number (5-8) of instructional leadership teams (ILTs) representing different schools to design, develop, and test self-study processes, instruments, analytical frameworks, and professional learning community protocols that support district and site-based learning for students who are ELL/EBs. The scope and sequence of this work would be as follows:

| Session # | Tentative Date (s) | Session Foci  | Activity Required from Schools Prior to the Next Session          |
|-----------|--------------------|---|---|
| 1         | April 21, 2016     | Facilitate self-reflection of existing data gathering tools/process and | Start forming the self-study team and review the <i>Essential</i> |



|   |  |   |   |
|---|--|---|---|
|   |  | present the project overview.   | <i>Practices for ELL Achievement.</i>   |
| 2 | April 28, 2016   | Review a draft of the self-study process and instruments.   | Test one process and instrument at the school site in order to gather data (with UL-SCALE support). |
| 3 | May 26, 2016   | Engage teams in structured dialog to share, analyze, and discuss the self-study data gathered.            | Contribute to providing feedback for refining the tools and processes.                              |
| 4 | June 13, 2016<br>(All-day retreat at Stanford University – date tentative) | Review the final suite of processes, tools, and discourse protocols in order to mobilize action planning. | n/a   |

Throughout this project, the UL-SCALE team would build from each sites' Single Plan for Student Achievement (SPSA) to begin identifying the kinds of self-study data that are most relevant to each school. By using the organizing structure and content of the SPSAs, we aim to maintain alignment and coherence for ILTs as they consider and revise their school plan that sets the course of learning at each school.

The UL-SCALE team would also build from ELLMA's "Essential Practices for ELL Achievement" to develop an analytical framework that would be used in the school leadership professional learning community as they make sense of the self-study data. Building from the essential practices would allow for the creation of a concrete tool that would have an immediate application while also being aligned with familiar framework.

These tools may take shape in the form of individual interviews, focus groups, classroom observations, and/or shadowing protocols that school leaders and ILTs can use in defining and refining their problems of practice around students who are ELL/EBs, and build the school's capacity to make informed, strategic decisions to improve measureable outcomes for their students.

Overall, this project will provide school sites with processes and tools that allow for school-led studies of their classrooms and school-based practices that influence academic, and social-emotional outcomes for students who are ELL/EBs. This suite of deliverables will codify the entire self-study and analysis processes for site-based instructional leadership teams in using the data/knowledge generated to be part of the OUSD's work in supporting students who are English Language Learners/Emergent Bilinguals at sites.

### 3. Services to be Performed by Consultant

Daily Rate: \$1500/day

| Item #                                      | Timeframe       | Services  | Days of Work | Total Cost (@ \$1500/day) |
|---|-----------------|---|--------------|---------------------------|
| 1   | March 2016      | Planning meeting with Nicole Knight, Executive Director of the ELLMA office to discuss the scope of work and major deliverables.  | 0            | 0                         |
| 2   | April-June 2016 | Facilitated school leadership learning, inquiry, and development series (mixed grades) recruited by OUSD (ELLMA team)<br><br>1 Principal Investigator (0.25 days)<br>1 Project Lead/Researcher (3 days)<br>2 Researchers (2 days total)<br><br>NOTES:<br><input checked="" type="checkbox"/> Tentative meeting dates: 4/21, 4/28, 5/26<br><input checked="" type="checkbox"/> Includes prep/development work, meeting times, and follow up work<br><input checked="" type="checkbox"/> Extended hours paid by OUSD  | 5.25         | \$7,875                   |
| 3   | May 2016        | On site assistance with self-studies<br><br>1 Project Lead/Researcher (1.5 days)<br>2 Researchers (1.5 days total)  | 3.0          | \$ 4,500                  |
| 3   | June 2016       | Facilitated school leadership retreat (1 full day at Stanford University) to provide final feedback and refinement to suite of processes, tools, and protocols.<br><br>1 Principal Investigator (0.25 days)<br>1 Project Lead/Researcher (1.5 days)<br>2 Researchers (2 days total)<br><br>NOTES:<br><input checked="" type="checkbox"/> Tentative full-day retreat date: 6/13<br><input checked="" type="checkbox"/> Includes prep/development work, meeting times, and follow up work<br><input checked="" type="checkbox"/> Extended hours paid by OUSD<br><input checked="" type="checkbox"/> Travel to/from Stanford paid for by Stanford. | 3.75         | \$ 5,625                  |
| <b>Subtotal</b>                             |                 |   |              | <b>\$18,000</b>           |
| <b>UL-SCALE Overhead Costs</b>              |                 |   | <b>7%</b>    | <b>\$ 1,260</b>           |
| <b>Indirect Costs (Stanford University)</b> |                 |   | <b>8%</b>    | <b>\$ 1,440</b>           |
| <b>Proposed Total</b>                       |                 |   |              | <b>\$20,700</b>           |

PLEASE NOTE: This scope of work is based on the agreement that Oakland Unified will fully support UL-SCALE's efforts through the provision of 1) adequate event space for workshops that includes a room for the full group; LCD projector and screen for our sessions; and wireless Internet access for all participants; 2) recruitment and attendance of requested participants; and 3) timely feedback on professional development plans through electronic communication or conference calls. UL-SCALE's ability to fulfill deliverables in accordance with the designated timeframe is contingent upon being provided access to these resources as needed.

The School Leadership Learning, Development, & Inquiry Series will be coordinated, publicized, and hosted by Oakland Unified School District and the 1 day retreat will be organized by Stanford. Meals and snacks for the



meetings will be the responsibility of Stanford and Oakland will be responsible for compensating participants with extended hours. Stanford will cover travel expenses for participants for the 1 day retreat.

4. Term and Termination

- a. Subject to the following, this Agreement shall commence effective on the date first above set forth and shall continue through June 30, 2016.
- b. Oakland Unified School District may terminate this Agreement by written notice if the Oakland Unified School District determines in its sole judgment that the project is being terminated.

5. Timely Performance

Consultant acknowledges that timely performance is an essential part of this Agreement. No schedules may be changed without prior written consent of Oakland Unified School District.

6. Statements

- a. Consultant shall submit an itemized invoice to Oakland Unified School District upon completion of deliverables on monthly basis, and Oakland Unified shall make payment upon delivery and acceptance of all scheduled deliverables to in accordance with the Services Agreement.
- b. Oakland Unified School District shall pay Consultant all undisputed amounts within ninety (90) days following receipt of an itemized invoice from Consultant for the Services in this Agreement.

7. Status of Consultant as Independent Contractor

Consultant enters into this Agreement as, and intends to continue to be, an independent contractor. Under no circumstances shall Consultant look to Oakland Unified School District as Consultant's employer. Consultant shall not represent himself as an employee, agent or representative of Oakland Unified School District. Oakland Unified School District shall not be responsible for any payment of employment-related taxes or Worker's Compensation, nor for any other employee benefits for Consultant. Consultant shall defend, indemnify and hold Oakland Unified School District harmless from any claim related to the foregoing.

8. Ownership/Rights

- a. As used herein, "Consultant Property" means any work, ideas, inventions, discoveries, tools, methodology, computer programs and applications, processes and improvements, computer processes, specifications, operating instructions, notes, and any other documentation, including but not limited to sample performance tasks, created by Consultant prior to, or wholly independent of, its performance under this Agreement or any SOW. All Consultant Property shall remain joint property of Consultant notwithstanding the use of any such Consultant Property in performing the Services provided in this Agreement. To the extent Consultant generates *new* Consultant Property for the specific use by Oakland Unified School District,

Consultant hereby grants Oakland Unified School District a non-exclusive, royalty-free, perpetual license to use Consultant Property developed specifically for the project within Oakland Unified School District. This royalty-free perpetual license to use the aforementioned materials includes all materials developed as part of this scope of work.

- b. Either party's use of the other party's name, likeness, and professional credits for the purposes of advertising and trade shall be subject to that party's prior written approval.

9. Evaluation Activities and Data Collection

- a. In order to evaluate the efficacy of the services provided by UL/SCALE, the "client partner", Oakland Unified School District, agrees to provide the Consultant with access to school personnel participating in the professional development and/or development activities provided as part of this scope of work, and to participants' classrooms while classes are in session, for the purpose of conducting evaluation activities. These evaluation activities may include, but are not limited to, administration of teacher and/or pupil surveys, interviews, classroom observations, collection of teacher work/artifacts of teaching, and collection of student work that has been de-identified. Oakland Unified School District also agrees to provide access to school administrative data on students, including demographic information, economic disadvantage, English learner or disability status, and prior and current year achievement on state/local tests and scores on performance tasks administered as part of this scope of work. The Consultant will come to agreement with Oakland Unified School District about specific evaluation activities to be conducted prior to beginning any evaluation activity. Individual participants may decline to participate in any of the evaluation activities.
- b. The Consultant agrees to hold the identities of all students and individual participants in professional development and evaluation activities private in any published evaluation reports. The Consultant agrees not to make public any evaluation reports based on the scope of work or evaluation activities that identifies Oakland Unified School District schools without prior approval of Oakland Unified School District. The Consultant agrees not to publish any reports that identifies individual participants without prior approval of the participants.
- c. The Consultant agrees to seek human subjects (Institutional Review Board) approval and human subjects consent when identifiable data is to be collected. The Consultant agrees to apply Stanford University standards of data security and encryption to protect FERPA protected data. Data will be stored on a secured computer that has Whole Disk Encryption. Stanford University offers Whole Disk Encryption (SWDE) service to protect Restricted or Confidential Data that must be stored on faculty and staff computers. This service secures data using standard NIST-approved encryption of the computer hard disk. Once installed, all files are automatically encrypted.

10. Warranty

- a. Consultant warrants that: (1) it has the full right, power and authority to enter into this Agreement, to perform all of its obligations under this Agreement, and to assign or grant to Oakland Unified School District the rights assigned or granted to Oakland Unified School District under this Agreement; (2) the information provided by



Consultant under this Agreement will be original, except for deliverables in the public domain, those excerpts from other works as may be included with the written permission of the copyright holders, or materials provided to Consultant by Oakland Unified School District; and (3) Consultant's work product shall not contain any illegal, libelous or obscene material, and shall not contain any deliverables that infringes upon any trade name, trademark or copyright and/or that invades or violates any right of privacy, personal or proprietary right, or any common law or statutory right of any third party.

- b. Consultant understands and covenants that Consultant will not perform or engage in any activity that would constitute lobbying activities under applicable law in connection with this Agreement.

11. Confidential Information

- a. For purposes of this Agreement, "Confidential Information" shall mean information and data received by one party ("Disclosing Party") from the other party ("Receiving Party") that has either been marked "Proprietary and Confidential" or about which the Disclosing Party gave the Receiving Party notice of its proprietary and confidential nature or relating to any of the concepts and strategies regarding the Disclosing Party's projects or relating to Disclosing Party's past, present and/or future business activities, or resulting from Consultant's work under this Agreement. All Confidential Information shall be and remains the sole property of the Disclosing Party.
- b. Notwithstanding the foregoing, information and data disclosed by the Disclosing Party to the Receiving Party shall not be deemed to be Confidential Information, and Receiving Party shall have no obligation to treat such information and data as Confidential Information, if such information and data (i) was known by the Receiving Party at the time of such disclosure; or (ii) was known to the public at the time of such disclosure; or (iii) becomes known to the public (other than by act of the Receiving Party) subsequent to such disclosure; or (iv) to the best of Receiving Party's knowledge, is disclosed lawfully to the Receiving Party by a third party subsequent to such disclosure by the Disclosing Party; or (v) is approved in writing by Disclosing Party for disclosure by Receiving Party; or (vi) is required by law to be disclosed by Receiving Party provided that Receiving Party gives to Disclosing Party prior written notice of such required disclosure.
- c. Receiving Party shall not disclose, in whole or in part, to any third person, firm or corporation, any Confidential Information which it receives from DISCLOSING PARTY, except that Receiving Party may disclose any such Confidential Information to its employees, agents or advisors as necessary in connection with Receiving Party's business with DISCLOSING PARTY. Receiving Party shall not use the Confidential Information for its own benefit, or copy or reproduce the Confidential Information, except as provided in this paragraph. Receiving Party shall use the same degree of care in safeguarding the Confidential Information as Receiving Party uses for its own confidential and proprietary information. The provisions of this Section 9 shall survive the termination of this Agreement.

- d. Receiving Party shall notify DISCLOSING PARTY immediately upon discovery of any unauthorized use or disclosure of Confidential Information and shall fully cooperate with DISCLOSING PARTY to help DISCLOSING PARTY regain possession of Confidential Information and prevent the further unauthorized use or disclosure of Confidential Information, including providing DISCLOSING PARTY with the results of Receiving Party's investigation of any breach of confidentiality's.
- e. Upon expiration or other termination of this Agreement or upon written request of DISCLOSING PARTY, Receiving Party shall turn-over to DISCLOSING PARTY all Confidential Information in Receiving Party's possession or control related to this Agreement, including all work in process, or, if so instructed by DISCLOSING PARTY, Receiving Party shall destroy all copies of such Confidential Information or materials in accordance with the written instructions of DISCLOSING PARTY.

12. Conflict of Interest

During the term hereof, Consultant shall at all times refrain from any act which might result in a conflict or the appearance of a conflict between self-interest, or the interests of another organization not affiliated with Oakland Unified School District, and the interests of Oakland Unified School District. Consultant acknowledges that Consultant is obligated under this Agreement to give Consultant's best efforts and undivided loyalty to the interests of Oakland Unified School District in the course of Consultant's activities, and acknowledges that any conflicting interest or influence would make it difficult to render such best efforts and undivided loyalty.

13. Force Majeure

Consultant shall not be liable to Oakland Unified School District for any failure or delay caused by events beyond Consultant's control, including, without limitation, Oakland Unified School District's failure to furnish necessary information, sabotage, failures or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials or equipment, or technical failures.

14. Indemnification

Each party agrees to indemnify and hold harmless the other party, its officers, directors, trustees, employees and agents from all claims, liabilities and losses by whomever asserted arising out of the any breach of the indemnifying party's obligations under this Agreement or arising out of the negligent or intentional acts or omissions of the indemnifying party in the performance of this Agreement, except to the extent such claims, liabilities and losses are caused by the breach of obligation or negligent or intentional act or omission of the party seeking to be indemnified.

15. Severability

If any provision of this Agreement or part of such provision is or becomes invalid or unenforceable, then the remaining provisions hereof shall continue to be effective.

**Consultant:**



Understanding Language - Stanford Center for Assessment, Learning, & Equity  
(UL - SCALE)  
Stanford University  
Graduate School of Education  
Palo Alto, CA 94306, USA  
[Hakuta@stanford.edu](mailto:Hakuta@stanford.edu)

**Oakland Unified School District:**

16. Assignment

Oakland Unified School District may assign this Agreement in its entirety upon written notice to Consultant. Consultant may not assign this Agreement or any other rights or delegate any obligations of this Agreement without the prior written agreement of Oakland Unified School District which may be withheld for any reason. Notwithstanding, Consultant may assign any net sums due or to become due under this Agreement.

17. Law to Govern

This Agreement will be governed by and construed in accordance with the substantive laws of the State of California.

18. Sole Agreement and Waiver

This Agreement contains the entire understanding between the parties concerning its subject matter and merges all related contemporary and prior memoranda, representations, understandings, requests for proposal, proposals and agreements, whether written or oral. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be amended unless set forth in a written instrument signed by a duly authorized signatory of each party.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement effective on the date first written above.

**UL - SCALE**

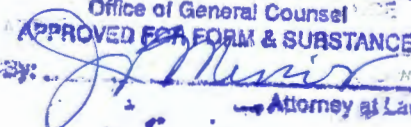
**Oakland Unified School District**

\_\_\_\_\_  
Stephen Olson  
Associate Dean for Finance  
Stanford Graduate School of Education

\_\_\_\_\_  
Print Name  
Title  
Oakland Unified School District

Date: \_\_\_\_\_

Date: \_\_\_\_\_

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE  
  
Attorney at Law

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**No records found for current search.**

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## Statement of Qualifications Stanford University team

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**Project Director** Kenji Hakuta is an Emeritus Professor in Education at the Graduate School of Education at Stanford University. He has been working in the field of education and language development for English language learners for multiple decades. More recently, his work has been related to the Common Core State Standards, Next Generation Science Standards, and English Language Proficiency Standards and its implications for students and teachers. Additionally, Professor Hakuta has developed a series of online courses for educators around the issues of language development and these new standards. Professor Hakuta will serve as the project director and oversee the directions and activities of the project.

**Research Associate/Post Doctoral Scholar** G Reyes has extensive experience working with teachers, school leaders, and schools associated with performance assessments, curriculum, and learning infrastructure with an emphasis towards English Language Arts and Literacy. Dr. G earned his Ph.D. in Education from the Language, Literacy, Society, and Culture department at U.C. Berkeley. He will be organizing efforts with principals and school leadership teams as they develop the knowledge, tools, and resources needed to support their English Language Learners at their school sites.

**Research Assistant** Diana Mercado-Garcia is a PhD student at the Graduate School of Education at Stanford. She has a BA from University of California, Berkeley with a concentration in sociology and Spanish linguistics. Prior to Stanford, Diana worked as a research assistant at the American Institute of Research. She will support efforts in tool and resources development, data collection and professional learning of educators.

**Research Assistant** Tina Cheuk is a PhD student at the Graduate School of Education at Stanford. She was formerly working in partnership with Oakland Unified supporting English Language Learner efforts as a special projects manager in the superintendent's office. Her prior experiences include serving as a classroom teacher, coach, and school leader in middle and high schools. Tina will support efforts in data collection, tool and resources development, and analysis of the data generated from the professional learning of educators.



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2015-2016



## Basic Directions

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

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

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and 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 All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
- ☒ For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)
- ☒ For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact Emails about this contract should be sent to: (required) [marilu.boytes@ousd.org](mailto:marilu.boytes@ousd.org)

## Contractor Information

|                    |   |                  |   |
|--------------------|---|------------------|---|
| Contractor Name    | Stanford University; Board of Trustees  | Agency's Contact | Kenji Hakuta                            |
| OUSD Vendor ID #   | 1006294   | Title            | Professor Emeritus, Stanford University |
| Street Address     | 3145 Porter Drive   | City             | Palo Alto, State CA Zip 94304           |
| Telephone          | 415-370-3239  | Email (required) | tcheuk@stanford.edu                     |
| 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       | 04/15/2016 | Date work will end         | 06/30/2016 | Other Expenses | \$ 0.00 |
| Pay Rate Per Hour (required) |            | Number of Hours (required) | Flat Rate  |                |         |

## 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       |
|-------------------------------------|----------------------|------------|------------------------------------|--------------|
| 4035                                | TITLE II EL INSTRUCT | 9541169206 | 5825                               | \$ 20,700.00 |
|                                     |                      |            | 5825                               |              |
|                                     |                      |            | 5825                               |              |
| Requisition No. (required) R0165271 |                      |            | Total Contract Amount \$ 20,700.00 |              |

## 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.          | <b>Administrator / Manager</b> (Originator)   | Name   | Nicole Knight   | Phone | 510-551-8945 |              |
|             | Site/Department (Name & #)  | English Language Learner and Multilingual Achievement Office |                 |       | Fax          | 510.879.3120 |
|             | Signature   | Date Approved  |                 |       |              |              |
| 2.          | <b>Resource Manager</b> , if using funds managed by: <input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships <input type="checkbox"/> Risk |  |                 |       |              |              |
|             | <input checked="" type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)  |  |                 |       |              |              |
|             | Signature   | Date Approved  |                 |       | 5/6/2016     |              |
|             | Signature (if using multiple restricted resources)  | Date Approved  |                 |       |              |              |
| 3.          | <b>Network Superintendent/Deputy Network Superintendent</b>   |  |                 |       |              |              |
|             | Signature   | Date Approved  |                 |       | 5/12/16      |              |
| 4.          | <b>Chiefs / Deputy Chiefs</b> Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$  |  |                 |       |              |              |
|             | <input type="checkbox"/> Services described in the scope of work align with needs of department or school site  |  |                 |       |              |              |
|             | <input type="checkbox"/> Consultant is qualified to provide services described in the scope of work   |  |                 |       |              |              |
|             | Signature   | Date Approved  |                 |       | 5/10/16      |              |
| 5.          | <b>Superintendent, Board of Education</b> Signature on the legal contract   |  |                 |       |              |              |
| Legal       | Required if not using standard contract   | Approved   | Denied - Reason | Date  | 5/5/16       |              |
| Procurement | Date Received   | PO Number  |                 |       |              |              |