

Board Office Use: Legislative File Info.	
File ID Number	16-1035
Introduction Date	6-8-16
Enactment Number	16-0871
Enactment Date	6-8-16



OAKLAND UNIFIED SCHOOL DISTRICT  
Community Schools, Thriving 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 - Mills College  
- Special Education/975 (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and Mills College. Services to be primarily provided to Special Education/975 for the period of 08/01/2015 through 06/30/2016.

Background  
*A one paragraph explanation of why the consultant's services are needed.*  
The contractor will work with Burbank Pre-School staff to build capacity for teachers to learn from practice through conducting inquiry and to strengthen instructional practice through data collection and collaborative data analysis.

Discussion  
*One paragraph summary of the scope of work.*  
Contractor will provide the following:  
Plan and facilitate 9 monthly inquiry sessions  
Deliver quarterly site-based or online individual coaching to teacher scholars  
Introduce and utilize digital tools to support student data sharing and document inquiry  
Provide 5 half-day data collection days  
Meet monthly with principal to analyze results of collaboration  
Provide 2 optional inquire sessions at Mills College  
Synthesize teachers' key understanding of student learning needs and teacher instructional shifts to improve practice in Summary of Progress in January and May

Recommendation Ratification of professional services contract between Oakland Unified School District and Mills College. Services to be primarily provided to Special Education/975 for the period of 08/01/2015 through 06/30/2016.

Fiscal Impact Funding resource name (please spell out) Special Education not to exceed 15,000.00

Attachments

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



## CONTRACT JUSTIFICATION FORM

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

**Legislative File ID No.** 16-1035

**Department:** Programs for Exceptional Children

**Vendor Name:** Mills College

**Project Name:** \_\_\_\_\_

**Annual Cost:** \$ 15000      **Project No.:** \_\_\_\_\_

**Contract Term:** Start Date: 08/01/2015      End Date: 06/30/2016

**Approved by:** Sheilagh Andujar

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

**Why was this Vendor selected?**

Vendor was chosed because of on-going relationship with early childhood learning.

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

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

If No, answer the following:

1) How did you determine the price is competitive?

Vendor has offset total costs with private philanthropy funds.

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
- 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**



Mills College  
5000 MacArthur Boulevard  
Oakland, California 94613

# MILLS *School of Education*

This contract is made on this day April 22, 2015 between;

Contractor: Mills Teacher Scholars of Mills College, School of Education

Client: Burbank Preschool Center, 3550 64th Ave, Oakland, CA 94605, Phone:(510) 729-7771

## 1. TERMS OF CONTRACT

1.1 The terms of this contract shall be from 8/1/2015

2. SERVICE TO BE PERFORMED BY CONTRACTOR Scope of Work:  
The Contractor will work with the Client to build capacity to learn from practice through conducting inquiry and to strengthen instructional practice through data collection and collaborative data analysis.

**For more details on the scope of work please see the attachment at the end of this contract.**

2.2 Method of Performing Services. Contractor will assign staff to provide the services outlined in the scope of work. In addition, Contractor will provide additional staff support and resources as required to meet the needs of the Client. **If the date or time of a regularly scheduled meeting is changed by the Client, Contractor cannot guarantee the services of a facilitator at the meeting.**

2.3 Compensation. In consideration for the services to be performed by Contractor, the Client agrees to pay Contractor an amount not to exceed \$15,000 which will be billed to be paid prior to September 2015. Client will provide Contractor with a purchase order to bill against (if required) within 10 days of contract signing. *(The total cost of the services provided is \$28,250 Burbank Preschool Center will pay \$15,000 of the total, Mills Teacher Scholars will locate private philanthropic funding for remaining cost of \$13,250).*

2.4 Additional services and products will be provided on an additional fee for services basis as requested by the Client.

2.5 Reporting. The Contractor will provide the Client with final report and a mid-review period to examine, review and discuss the progress on the scope of work.

## 3 INDEPENDENT CONTRACTOR STATUS

3.1 It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of Client. Nothing in this contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and Client or any employee or agent of client. Contractor shall retain the right to pursue and perform services for others during the term of this contract.

## 4. OBLIGATIONS OF CONTRACTOR

4.1 Agreement. Contractor is responsible for the satisfactory completion of the job and is legally obligated to compensate Client for failure to complete the work. As long as the Contract is still being funded, and the Independent contractor meets the contractual obligations in a satisfactory manner, Contractor cannot be fired.

- 4.2 Tools and Instrumentalities. Contractor will supply all training materials. Client will provide the facilities and equipment required to perform the services under this contract.
- 4.3 Workers' Compensation. Contractor agrees to provide Workers' Compensation insurance for contractor's employees and agents and agrees to hold harmless and to indemnify Client for any and all claims arising out of any injury, disability, or death of any Contractor's employees or agents.
- 4.4 Indemnification Of Liability. Client shall indemnify and hold Contractor harmless against and an all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Client or Client's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.
- 4.5 State and Federal Taxes. Since Contractor is not a Client employee, Client will not deduct any applicable withholdings from Contractor's invoices. Contractor is responsible for paying all required State and Federal taxes, including, but not limited to Federal and State income taxes, FICA (Social Security). Federal or State unemployment, or disability.
- 4.6 Insurance requirements. Contractor shall maintain a program of insurance providing liability coverage, with limits of at least one million dollars (\$1,000,000) for each occurrence and three million (\$3,000,000) in the annual aggregate. Upon request Contractor shall provide Client with certificate of insurance evidencing the foregoing coverage.

5. GENERAL PROVISIONS

- 5.1 Assignment. Neither this contract nor any duties or obligations under this Contract may be assigned by either party without the prior written consent of the other party.
- 5.2 Cancellation of the contract. In the event of the Contract needs to be canceled, both parties will meet to negotiate a final payment to the Contractor, or refund to the Client. Participant fees are not prorated by attendance and there are no refunds for participant cancellation.
- 5.3 Governing Law and Forum. This Contract shall be governed in all respects by the laws of the State of California. Any dispute arising out of this Agreement shall be brought in a court located in the County of Alameda. Client hereby consents to the jurisdiction for the purposes of this Contract.

APPROVALS

CONTRACTOR:

By: Kathy Schultz  
 Kathy Schultz, Dean of the School of Education  
 94-115-6566

James Harris  
 President, Board of Education

Antwan Wilson  
 Secretary, Board of Education

CLIENT:

Date Approved: \_\_\_\_\_  
 by Christie Anderson  
 Name: \_\_\_\_\_  
 Title: Site Admin Burbank  
 by Malaeh Andujar  
 Name: Sheilagh Andujar  
 Title: Deputy Chief, P&C

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

By: [Signature]  
 Attorney at Law

File ID Number: 16-1035  
 Introduction Date: 6-8-16  
 Enactment Number: 16-0871  
 Enactment Date: 6-8-16



**Mills Teacher Scholars**

**Burbank Preschool Center Site Services 2015-16**

Program	Amount
Mills Teacher Scholars consultant fee for Intensive Inquiry.  The intensive phase focuses on two key areas: the teachers' capacity to make student thinking visible and the capacity to engage in effective adult learning relationships.	\$ 26,750
Teacher Scholar Leader stipends for attendance of Teacher Scholar Leader Network. Three, 4 1/2-hour Saturday sessions (\$500) x 3 leaders  <b>Added note:</b> Caroline Jones should also be paid for her teacher leader work	\$ 1,500
	\$ 28,250*

\*Burbank has secured \$15,000 of the funds, remainder of funds to be provided by private philanthropy funds raised by Mills Teacher Scholars.

**Outcomes of Intensive Inquiry Work:**

- Establishment of a safe and meaningful adult learning environment that lays the foundation for effective grade-level and vertical learning teams
- Routine use of classroom data to gain clarity on student thinking
- Enhanced understanding of what constitutes evidence of success in meeting the learning standards for students at different developmental stages
- Identification of instructional alignment needs as a result of sharing classroom video and student work data openly across grade levels
- Improved aligned instructional practices in response to what teachers learn through studying classroom data with colleagues

**Description of Work**

Mills Teacher Scholars Intensive Inquiry	<ul style="list-style-type: none"> <li>• Plan and facilitate 9 monthly inquiry session</li> <li>• Deliver quarterly site-based or online individual coaching to teacher scholars</li> <li>• Introduce and utilize digital tools to support student data sharing and document inquiry</li> <li>• Provide 5 half-day data collection days</li> <li>• Meet monthly with principal to analyze results of collaboration</li> <li>• Provide 2 optional inquiry sessions at Mills College</li> <li>• Synthesize teachers' key understanding of student learning needs and teacher instructional shifts to improve practice in Summary of Progress in January and May</li> </ul>
---	--

# 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) robin.sasada@ousd.org

## Contractor Information

Contractor Name	Mills College	Agency's Contact	Kathy Schultz				
OUSD Vendor ID #	1024139	Title	Dean of the School of Education				
Street Address	5000 MacArthur Blvd.	City	Oakland	State	CA	Zip	94613
Telephone		Email (required)	cwilson@mills.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	08/01/2015	Date work will end	06/30/2016	Other Expenses	
Pay Rate Per Hour (required)		Number of Hours (required)			

## Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount	
6500	Special Education	9755300106	5825	\$ 8,726.54	
3345	Special Education	9755100103	5825	\$ 6,273.46	
			5825		
<b>Requisition No. (required)</b>	<u>20165414</u>			<b>Total Contract Amount</b>	\$ 15,000.00

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

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

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

1.	<b>Administrator / Manager (Originator)</b>	Name	Mary Busby	Phone	510-729-7771
	Site/Department (Name & #)	Special Education/975	Fax		
Signature		Date Approved	5/02/2016		
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Community Schools & Student Services Dept. <input type="checkbox"/> Risk				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature		Date Approved		
Signature (if using multiple restricted resources)		Date Approved			
3.	<b>Network Superintendent/Deputy Network Superintendent</b>				
	Signature		Date Approved		
4.	<b>Chiefs / Deputy Chiefs</b> Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$				
	<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		<u>Melagh Andujar</u>		Date Approved	5/4/16
5.	<b>Superintendent, Board of Education</b> Signature of the legal contract				
<b>Legal</b> Required if not using standard contract		Approved	Denied - Reason	Date	
<b>Procurement</b>	Date Received		PO Number	<u>PI610213</u>	