Board Office Use: Le File ID Number	egislative File Info.		OAKLAND UNIFIED
Introduction Date Enactment Number Enactment Date	5/24/17 17-0671 5/24/17 0D		SCHOOL DISTRICT
Memo			
То	Board of Education		
From	Antwan Wilson, Superintende	nt	

Board Meeting Date (To be completed by Procurement)	
Subject	Professional Services Contract - WestEd of San Francisco, CA - 954- English Learners & Multi-Lingual Achievement Office (site/department)
Action Requested	Approval of professional services contract between Oakland Unified School District and WestEd of San Francisco, CA . Services to be primarily provided to 954- English Learners & Multi-Lingual Achievement Office for the period of 08/15/2016 through 06/30/2017 .
Background A one paragraph explanation of why the consultant's services are needed.	To deliver high quality services sustained over time that will lead to improved outcomes for English Learner (EL) students and other culturally and linguistically diverse students in Oakland Unified School District.
Discussion One paragraph summary of the scope of work.	Approval by the Board of Education of a Professional Services Contract between the District and WestED, San Francisco, Ca, for the latter to implement the Leading with Learning model of blended professional learning and school and district systems support. WestEds commitment to this partnership is a three-year one; the first year involves intensive professional learning and systems support for the period of 08/15/2016 through 06/30/2017 in an amount not to exceed \$200,000.00.
Recommendation	Approval of professional services contract between Oakland Unified SchoolDistrict and WestEd of San Francisco, CAbe primarily provided to 954- English Learners & Multi-Lingual Achievement Officefor the period of 08/15/2016through 06/30/2017
Fiscal Impact	Funding resource name (please spell out) TITLE III EL not to exceed 200 000.00
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. 17-0485
Department: English Language Learner and Multilingual Achievement (ELLMA)
Vendor Name: WestEd
Contract Term: Start Date: 08/15/2016 End Date: 06/30/2017
Annual Cost: \$200000
Approved by: Devin Dillon
Is Vendor a local Oakland business? Yes No 🖌
Why was this Vendor selected?
WestEd is the originator and thought leader on the ELA/ELD framework, a new guidance document endorsed by the State with far reaching implications for instruction. Contracting directly with them to support OUSD's implementation work of the framework is the best way to ensure that steps taken in the district are fully aligned with the intent of this document. The services provided in this contract will include WestEd staff that were directly involved in the creation of the materials and have already worked closely with other large districts to support their implementation.
Summarize the services this Vendor will be providing.
Using a lab school model, the vendor will work closely with the staff of OUSD's Office of English Language Learners and Multilingual Achievement (ELLMA) to support teachers, instructional coaches, and school leaders in understanding the instructional shifts called for by the ELD/ELA framework and how to implement them across a school site. At the same time, the ELLMA staff is being apprenticed in the work with the plan that OUSD staff will lead this work in future years with additional schools in the district.
Was this contract competitively bid? Yes No
If No, answer the following:
1) How did you determine the price is competitive?
The professional development provided through this contract involves the entire faculties of four schools, the entire ELLMA department, and the literacy team of the Teaching and Learning department. Each party has multiple engagements each month of the school year, including whole day sessions and on-site modeling and coaching of instructional strategies. All learning is differentiated by grade level, meaning that multiple facilitators from WestEd are a part of each engagement. Engaging nearly 100

staff members in this level of intensive professional development for this price is consistent with past contracts for professional

learning.

2) Please check the competitive bid exception relied upon:

Legislational 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

Board Office Use: Legi	slative File Info.
File ID Number	17-0485
Introduction Date	5174/17
Enactment Number	17-0671
Enactment Date	51241724



PROFESSIONAL SERVICES CONTRACT 2016-2017

- 1. 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 _____08/15/2016 ____, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below ______\$87,800.00 _____ in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$87,800.00, whichever is later. The work shall be completed no later than ______06/30/2017 ______.

full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to,

labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for

OUSD, except as follows:

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after 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.

N/A

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

4. Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this

Aareement excent:	N/A	
Agreement except.		
which shall not exceed a total cost of	\$0.00	

5. CONTRACTOR Qualifications / Performance of Services:

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

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

- 6. Invoicing: Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- 7. Notices: All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

OUSD Representative:	CONTRACTOR;				
Name: NICOLE KNIGHT	Name:	Virgilio	Tinio.	Jr.	
Site /Dept.: 954-ENGLISH LEARNERS & MULTI-LING' -4.	_{Title:} Contract	s Manager			
Address: 1000 Broadway Suite 398	Address: 730) Harrison Street			
Oakland, CA 94607	San Francisco, CA 94107				
Phone: (510) 879-1123	Phone:		415-61	5-3136	
Email: NICOLE.KNIGHT@ousd.org		cts@wested.org			

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

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

9. Insurance:

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

Check one of the boxes below:

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

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

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured, it vidence 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.

Professional Services Contract

- 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: To the extent permitted by law, 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 <u>CONTRACTOR'S</u>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. <u>CONTRACTOR shall not defend indemnify or hold harmless OUSD</u>, its elective board, officers, agents and employees from and against any actions, claims, or proceedings arising out of the sole direct or indirect conduct of <u>OUSD</u>, its elective board, officers, agents and employees. [mis] This provision survives termination of this Agreement.
- 15. Copyright/Trademark/Patent/Ownership: CONTRACTOR understands and agrees that all <u>new</u> 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 as the author of the matters, 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 <u>newly produced</u> 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. Notwithstanding the foregoing, any and all pre-existing matters used in the performance of this Agreement shall remain the <u>CONTRACTOR's property or if licensed to CONTRACTOR</u>. The locensor's property Neither Party may claim by virtue of this Agreement any right, title, or interest in any pre-existing Intellectual Property owned or controlled by the other Party. [mls] Neither Party and claim by virtue of this Agreement any right, title, or interest in any pre-existing Intellectual Property owned or controlled by the other Party.
- 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. If the cost of completion of the required services to OUSD exceeds the cost of providing the services pursuant to this Agreement. CONTRACTOR shall pay the additional cost. If the cost of completion of the required services to OUSD exceeds the cost of providing the services pursuant to this Agreement. CONTRACTOR shall pay the difference between the portion of the contract price budgeted for that scope of work for other intrachowever affocated and the actual cost of completion to OUSD. Notwithstanding the foregoing, in no event shall WestL d's hability for additional cost exceed twenty porcent (20%) of the antioprated cost budgeted for that portion of the Agreement scope of work [mls]
- 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:
 - 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.
 - Fingerprinting of Employees and Agents. The Parises do not antropate that they will be substantial conjuct between 2 CONTRACTOR's employees, subcontractors, or agents ("Employees") and OUSE pupils. Therefore, Education Gode section 45125.1 shall not apply to CONTRACTOR's services under this Agreement. If, at a later time, QUSD, in its solid discretion, determines that there will be substantial contact between CONTRACTOR's Employees and OUSD pupils, OUSD shall provide CONTRACTOR with written notice, effective the next business day after delivery to CONTRACTOR, that prior to performing any services during which there will be substantial contact with OUSD pupils. CONTRACTOR must comply with the fingerprinting and criminal background investigation requirements of Education Code section 45125 and make the following certification to OUSD:The indeputiting and commol 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:[mls]: "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

Professional Services Contract

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 UNITED SCH OOL DISTRICT **Bresident**, Board of Education uperintendent net or Deputy Chief

Viraillo Tinlo, Jr Contracts Manager Print Name, Title

Secretary, Board of Education

Form aApproved by OUSD General Counsel for specific use with WestEd 2016-2017 FY for this particular contract

Page 4 of 6

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 <u>WITHOUT</u> 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.

See Attached Scope of Work

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.

To deliver high quality, sustained professional services that enable them to improve student achievement, enhance educator effectiveness, and strengthen school leadership.

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

- Ensure a high quality instructional core
- Develop social, emotional and physical health
- Create equitable opportunities for learning
- High quality and effective instruction

Prepare students for success in college and careers

- Safe, healthy and supportive schools
- Accountable for quality
- Full service community district
- 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(s):

Central - No CSSSP

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.

- 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.

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	phone	415-615-3	Contraction of the last of the			Email (re			ts@weste			- [] -	
Con	tractor History	Pre	viously	been an OUS	SD contractor?	Yes	No	Wo	rked as a	n OUSD er	mployee	e? [] \	es 🖸 No
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Oakland Unified School District & Leading with Learning Professional Learning and Implementation Support

WestEd is pleased to submit this proposal to serve as the partner for Oakland Unified School District in its implementation of *Leading with Learning*. WestEd is a large, wellfunded, national, nonprofit agency with a 50-year track record of delivering high quality, sustained professional services to schools and districts that enable them to improve student achievement, enhance educator effectiveness, and strengthen school leadership. With over 600 employees across the country, including staff based in Los Angeles and regional offices in San Francisco, Sacramento, and Los Alamitos, WestEd has the capacity to deliver high quality services sustained over time that will lead to improved outcomes for English Learner (EL) students and other culturally and linguistically diverse students in Oakland Unified School District.

WestEd has been highly successful in addressing educational inequities for students in schools and districts around the country. WestEd's experts are unique in combining experience as practitioners—teachers, school leaders, and district administrators—with a strong focus on understanding what works in education, and bringing current research into practice. Many of WestEd's associates work in multiple areas of educational transformation, including professional learning and technical assistance to schools and districts, research and development, program evaluation, and policy. They bring multilayered and multifaceted understandings to their day-to-day work with school and district partners.

WestEd's mission—to work with education and other communities to promote excellence, achieve equity, and improve learning for children, youth, and adults—is addressed through a full range of projects. The conceptual framework in Figure 1 illustrates 1) the agency's primary categories of work and 2) how these categories contribute to effective systems that 3) lead to the desired impact.





Figure 1. Conceptual Framework of WestEd Work

Operating Principles for Systemic Change

WestEd's collaboration with Oakland Unified School District that leads to a sustainable systemic change is driven by two sets of principles: Six principles for EL instruction and three operating principles. Three key operating principles, focused on strategic systemic change, guide our work: (1) comprehensive and collective professional learning, (2) effective implementation, and, (3) reciprocal accountability. All three of these principles are necessary to ensure significant and sustainable school improvement.

The proposed professional learning and implementation process is driven by these operating principles and is designed to enable systemic and sustainable change. WestEd will work in partnership with district staff to provide professional learning for teachers and coaches and provide implementation support for principals. WestEd will also serve as thought partners for a district leadership team whose aim is to strengthen existing systems that are critical for scaling the work and ensuring its sustainability. The overarching goal for this collaborative work is to improve educational experiences and outcomes for EL students and other culturally and linguistically diverse students.

Comprehensive and Collective Professional Learning

Our approach to professional learning for teachers and coaches is grounded in current understandings of the type of professional learning that leads to impact. Desimone (2009) defines a core set of five features of high-quality professional learning: *content*



focus, active learning, coherence, sufficient duration, and collective participation. A content focus that emphasizes deeper learning about the theories, research, and pedagogical approaches related to effective teaching and learning for ELs is critical for both improved teacher practice and improved EL student achievement (Lee, Deaktor, Enders, & Lambert, 2008; Penuel, Gallagher, & Moorthy, 2011; Vaughn et al., 2011). Learning is a social process, and therefore *active learning* – including reflecting with peers on successes and challenges, collaboratively planning lessons, or discussing evidence of learning in student work – is essential for learning to occur (Borko, 2004; Lieberman & Pointer Mace, 2008). Coherence refers to the extent to which professional learning is aligned with local and state reform initiatives and policies, including the CA ELD Standards and ELA/ELD Framework, as well as with teachers' knowledge and beliefs. Professional learning needs to be of *sufficient duration* – multi-year and many hours - to promote lasting changes in thinking and internalization of new practices and approaches (Yoon et al., 2007). Collective participation occurs when teachers in the same school participate in the professional learning together, which promotes deeper collaboration, more coherent discussions, and shared responsibility (Darling-Hammond & Sykes, 1999; Lewis, Perry, & Murata, 2006; Stoll & Louis, 2007).

Effective Implementation

While well-designed and expertly facilitated professional learning that is grounded in research is critical, it must be implemented effectively for its goals to be achieved. Research, along with our extensive experience working in schools, tells us that many school improvement plans fail to achieve their goals because the plans were not fully or effectively implemented. Our approach to implementation is based on the work of Dean Fixsen and his colleagues at the National Implementation Research Network, who have identified the key stages of implementation that must be enacted to achieve the desired outcomes. According to Fixsen's research (2005), a majority of staff must implement evidence-based intervention on a daily basis (that is consistent with the research-based properties of the intervention design) for there to be any impact on student achievement. Schools that complete this full implementation effort, while following the program's guiding principles, will make powerful, system wide improvements.

Reciprocal Accountability

The concept of "reciprocal accountability" builds on the understanding that dramatically and quickly improving student learning and systems that support student learning requires a community-wide effort in which all stakeholders—district leaders, principals, coaches, teachers, other school district staff, parents, and WestEd as the partner—take



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individual and joint responsibility for successfully implementing the professional learning and implementation plan. All people involved must be held accountable for meeting high, clearly-defined expectations. At the same time, all stakeholders must be adequately supported to successfully meet expectations for performance. Too often, accountability operates punitively from the top down, but when accountability is reciprocal, all parties are responsible to each other and to achieving their common goals. In our partnership, all stakeholders must work together to identify expectations for performance for each group and individual. Everyone must be open to supporting others in their work and to accepting support when there is a gap between stated expectations and current performance (Bryk et al., 2010; Elmore, 2000; Futernick, 2010).

Guiding Principles for EL-focused Teaching and Learning

WestEd's proposed approach is anchored in six *Key Principles of EL Instruction* elaborated by the *Understanding Language* initiative at Stanford University¹. These principles are applicable to *any* instructional program for ELs. No single principle is more important than any other, and all six need to be incorporated into planning and enacting planning for instruction, teaching and learning experiences, curriculum design, and assessment processes for ELs.

- 1. Instruction focuses on providing ELs with opportunities to engage in disciplinespecific practices which are designed to build conceptual understanding and language competence in tandem. Learning is a social process that requires teachers to intentionally design learning opportunities that integrate reading, writing, speaking, and listening with the practices of each discipline.
- 2. Instruction leverages ELs' home language(s), cultural assets, and prior knowledge. ELs' home language(s) and culture(s) are regarded as assets and are used by the teacher n bridging prior knowledge to new knowledge, and in making content meaningful and comprehensible.

¹ These principles are derived from the 2012 Understanding Language Conference at Stanford University, which our project managers as well as senior staff in WestEd co-authored foundational papers for, and helped to convene and lead. These principles explicitly relate to teaching and learning of 21st-century college-and career-ready standards in English language arts & disciplinary literacy; mathematics; and science. (See:

http://ell-stanford.edu/sites/default/files/Key%20Principles%20for%20F11%20Instruction%20with%20ret evences_0.pdf



- 3. Standards-aligned instruction for ELs is rigorous, grade-level appropriate, and provides deliberate and appropriate scaffolds. Instruction that is rigorous and standards-aligned reflects the key shifts in new college-and career-ready standards. Such shifts require that teachers provide students with opportunities to describe their reasoning, share explanations, make conjectures, justify conclusions, argue from evidence, and negotiate meaning from complex texts. Students with developing levels of English proficiency will require instruction that carefully supports their understanding and use of emerging language as they participate in these activities.
- 4. Instruction moves ELs forward by taking into account their English proficiency level(s) and prior schooling experiences. ELs within a single classroom can be heterogeneous in terms of home language(s) proficiency, proficiency in English, literacy levels in English and student's home language(s), previous experiences in schools, and time in the U.S. Teachers must be attentive to these differences and design instruction accordingly.
- 5. Instruction fosters ELs' autonomy by equipping them with the strategies necessary to comprehend and use language in a variety of academic settings. ELs must learn to use a broad repertoire of strategies to construct meaning from academic talk and complex text, to participate in academic discussions, and to express themselves in writing across a variety of academic situations. Tasks must be designed to ultimately foster student independence.
- 6. Diagnostic tools and formative assessment practices are employed to measure students' content knowledge, academic language competence, and participation in disciplinary practices. These assessment practices allow teachers to monitor students' learning so that they may adjust instruction accordingly, provide students with timely and useful feedback, and encourage students to reflect on their own thinking and learning.

The three operating principles for systemic change and six guiding principles for EL-focused teaching and learning helped form the basis for the *Leading with Learning* work.

Scope of Work

WestEd proposes to work in partnership with the Oakland Unified School District (CVUSD) to implement the *Leading with Learning* model of blended professional learning and school and district systems support. This collaborative work is at minimum a two-year commitment for each cohort below, and it includes the following five, interrelated strands:

1. **Teachers' Course:** WestEd will co-facilitate with district experts a professional learning course for all teachers in **four elementary schools**. This course focuses



on deeply understanding and successfully implementing the principles and practices in California's ELA/ELD Framework, the CA CCSS for ELA/Literacy and CA ELD Standards, and integrated and designated ELD. In between course sessions, teachers will be required to complete *Focused Application Tasks* that support them to apply their learning in their own classrooms. All teachers and administrators at *Leading with Learning* schools must participate in all course sessions. (Note that new schools may be added in the second year.)

- 2. Coaches' Course: WestEd will provide a blended professional learning course (face-to-face and online) for district-wide coaches and teacher leaders in peer coaching roles (up to 30 participants) on supporting teachers in their implementation of the principles and practices in the ELA/ELD Framework and integrated and designated ELD. All participants in the coaches' course must also attend all sessions of the Teachers' Course in order to ensure shared understandings and collective learning. In between sessions, coaches will be required to complete Focused Application Tasks that support them to apply their learning in their work with teachers.
- 3. Principals' Cohort: WestEd will facilitate structured convenings for the principals of the four *Leading with Learning* schools. This cohort also includes the site administration team and the coaches/teacher leaders supporting the four schools. These convenings are focused on building shared understandings of the pedagogical shifts called for in the ELA/ELD Framework and new standards, the support teachers need to make these shifts, and methods for monitoring implementation and gauging impact. In between sessions, principals and site administrators will be required to complete *Focused Application Tasks* that support them to apply their learning in their roles leading learning in their schools.
- 4. District Co-facilitators: WestEd will provide job-embedded onsite coaching to the district co-facilitators of the Teachers' Course in order to support their work with the teachers in *Leading with Learning* schools, as well as other teachers in the district. In addition to facilitating all sessions of the Teachers' Course, the district co-facilitators must fully participate in the Coaches' Course and Principals and PL Team Convenings. In addition, district co-facilitators must provide direct coaching support to the four *Leading with Learning* schools.
- 5. District Leadership Team: WestEd will work with a district leadership team to develop a Leading with Learning implementation plan, craft milestones for determining impact, and design a monitoring process for the work outlined above. Explicit, comprehensive goals and processes promote transparency and



buy-in, which leads to effective improvement cycles, as stakeholders will become aware of activities and results along the way. This thought partnering includes coconstructing and co-facilitating awareness-building sessions for district-wide principals, district leaders, and parents of EL students on the ELA/ELD Framework, the CA ELD Standards, and integrated and designated ELD, as well as the *Leading with Learning* work occurring in the four schools. An explicit goal of this work is a co-constructed, coherent implementation, self-evaluation, and sustainability plan so that the Leading with Learning work can be scaled across the district and sustained, expanded, and enhanced by district staff over time.

The collaborative work will begin in the summer of 2016. WestEd staff will meet with district leaders to discuss needs, problems of practice, and desired outcomes. This needs assessment includes visits to the four identified *Leading with Learning* schools in order to observe classroom instruction so that strengths can be acknowledged and needs can be addressed in the *Leading with Learning* Teachers' Course. The work will proceed with fall institutes (Teachers' and Coaches' Courses) followed by year-long continuation of the courses and the other components of the project.

Project Approach and Timeline

WestEd brings to this project national experience and deep expertise developing research- and evidence-based programs and policies for improving EL educational experiences and academic outcomes. The Project Director for *Leading with Learning* was one of the lead authors of the ELA/ELD Framework and the CA ELD Standards and is a nationally recognized expert. The *Leading with Learning* team is a cohesive group of seasoned professionals who have provided professional learning and coaching support to teachers, coaches, and site and district leaders across the nation. With its depth of expertise and long record of strong advocacy for EL students, WestEd has the ability to engage in the highest quality professional partnership with Oakland Unified School District.

WestEd's commitment to this partnership is a **three-year** one. The first year involves intensive professional learning and systems support. In the second year, we intensify the internal capacity building so that district staff can carry the work. In the third year of our partnership, the focus will be ensuring sustainability and scalability. A continuous improvement approach, driven by inquiry and reflection, will be used along the way. All participants in the project will engage in inquiry into the instructional practices and systems implemented in order to identify strengths, problems of practice, and questions so that improvement is accelerated and sustained over time. The following timeline for 2016-2017 outlines the first year of the proposed collaborative work:

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Stran d	Time Frame	Themes	Inquiry Questions	Intended Outcomes WestEd and district staff have a clear understanding of where schools are at the beginning and end of the first year of the project and identify areas of strength and need.		
0 Context Assessment	August 2016 & August 2017 1 day site visit to district and schools 1 half-day kickoff meeting (virtual) with key district and site leaders 2 WestEd Staff 2 onsite days and 1 virtual support day	Understanding each school's context, including strengths and problems of practice relative to teaching and learning experiences for ELs	What kinds of teaching and learning experiences are ELs currently engaged in, and what strengths can we leverage in the professional learning to come?			
1 Teachers' Course ²	August – June 3 full face-to- face days with participating schools in grade-span cohorts (TK-1; 2- 3; 4-5/6) 3 WestEd staff 9 onsite days	Understanding and implementing the ELA/ELD Framework, the CA ELD Standards, and integrated and designated ELD; facilitating effective teaching and learning experiences for ELs	What kinds of teaching and learning experiences do the ELA/ELD Framework, the CA CCSS for ELA/Literacy, the CA NGSS, and the CA ELD Standards call for? What current strengths can we build upon and enhance?	Teachers deepen their understanding of high quality, standards-based teaching and learning for ELs and the culturally and linguistically responsive classroom contexts needed for learning to thrive. EL students engage in extended conversations about texts and content worthy of reading and discussing, discuss the language of complex texts, and produce writing that reflects deeper learning and these		

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² Note: If needed, additional days can be added for Foundational Skills professional learning for grades K-2.



2 Coaches' Course	August – June 6 full face-to- face days, planning and modeling days to build coaching capacity 3 WestEd staff 18 onsite days	Understanding and implementing effective coaching focused on supporting teachers to understand the ELD Standards, implement integrated and designated ELD, and facilitate effective teaching and learning experiences for ELs	How are teachers applying what they learn in the Teachers' Course to daily practice? How can teachers in Leading with Learning and other schools in the district be supported? What coaching systems and structures exist in the district that can be built upon and enhanced?	Coaches deepen their understanding of the support teachers need to facilitate high quality teaching and learning experiences for ELs and how to coach teachers with a focus on EL students. Teachers engage in collegial coaching, collaborative planning, collective reflection on teaching practice, and peer-supported analysis of artifacts of student learning.
3 Principals' Cohort	Sept. – June 3 full face-to- face sessions (2 WestEd staff = 6 onsite days) and quarterly admin team coaching days (4 half-days per school = 4 onsite days) 10 onsite days	Understanding and implementing the site leadership needed to cultivate impact, including supporting teachers, monitoring implementation, measuring impact, and engaging parents and families Principals from the four participating schools will come together as a team to look at implementation and progress at all schools	What are the pedagogical shifts that are most important for ELs? How are teachers growing in their understanding and implementation of new approaches? How will implementation be monitored and impact be measured? What monitoring systems exist in the district that can be leveraged and enhanced?	Principals deepen their understanding of the pedagogical shifts teachers need to make, what to look for in student learning, how to provide feedback and coach teachers, and how to nurture implementation and gauge impact as a process and growth trajectory. Teachers engage in productive conversations with principals and share understandings about expectations for teaching and learning environments and student outcomes.



4 District Co-Facilitators	June - June 3 full days 3 WestEd staff 9 onsite days	Understanding and implementing the professional learning necessary for supporting effective implementation of standards-based, high quality teaching for ELs	What type of professional learning promotes the desired pedagogical shifts for high quality teaching and learning for ELs? What professional learning systems, structures, and resources exist in the district that can be leveraged and enhanced?	District co-facilitators own the work and are prepared to facilitate high quality professional learning district-wide.
5 District Leadership Team	Sept. – June 3 onsite half- days (2 WestEd staff = 3 onsite days) and twice monthly check in calls with district leaders (3 days) 3 onsite days and 3 consultation days via phone	Understanding and implementing the district collaboration and systems supports needed to promote impact, sustain implementation, and scale the work	What systems are currently in place that can be enhanced? What systems are needed to promote high quality teaching and learning for ELs district-wide? What systems are needed to monitor implementation and gauge impact? What systems are needed to sustain and scale the work?	District leaders develop shared understandings about effective teaching and leading for EL achievement; identify strengths in existing systems; monitor and assess impact; and collaboratively begin to refine and/or develop systems, structures, and processes to promote high quality teaching and learning for all ELs in the district.

Total Days: 51 onsite days and 4 virtual support days

Beyond this Scope of Work

We know that a successful school- and district-wide systemic improvement initiative depends on collaborative implementation, support, and evaluation. Should the need arise, we welcome the opportunity to expand our collaboration with Oakland Unified School District in other areas related to equity and achievement for EL students, including EL Master Plan Redesign and Instructional Model Redesign.

Cost of the Project

Our fee for this project is **\$200,000** and includes the cost of all *Leading with Learning* preparation, materials and travel. The ELA/ELD Framework, CA ELD Standards, and CA CCSS for ELA/Literacy are to be provided by the district. The district will provide at least



one co-facilitator for each professional learning group (3 for the elementary schools for TK-1, 2-3, and 4-5/6 spans). If additional services are required that are not described in this proposal (for example, additional days of follow-up or more in-depth work), actual time and reasonable expenses will be negotiated and an addendum to this work and an additional contract will be established to meet the requested service and support needs. All additional services will be requested by Oakland Unified School District and the contract for this work will be augmented or the district may decide to create a new contract.

After reviewing the proposal, if you decide the proposed scope and timeframe should be altered, we would be happy to make modifications. If the proposal meets with your approval, please send an approved purchase order or contact our office and we can send a contract for services. Our proposal is valid for 60 days from the date of this letter.

We appreciate the confidence you have in our organization and look forward to partnering with Oakland Unified School District on the upcoming project. If you have questions about our proposal, please do not hesitate to contact us.

Sincerely,

Annette Gregg Senior Engagement Manager at WestEd agregg @wested.org 510.326.2342



11-01-2016

OUSD USE ONLY

730 Harrison Street San Francisco, CA 94107 ATTN: Virgilio Tinio, Jr.

RE: Authorization to Proceed with Consultant Contract Processing

This letter is to inform you that you have successfully completed the consultant review process for Vendor Management in ContractsOnline for the current school year.

This authorization shall expire at the conclusion of the 2016-2017 school year.

Please note that THIS IS NOT AN AUTHORIZATION TO START WORK.

You must complete the entire Contract Approval Process, which includes:

A) Final contract execution and District Approval, and/or;

B) Issuance of your Purchase Order Number

whichever happens first.

Thank you for your commitment to help support and enhance the educational experience of Oakland students.

Procurement Department, Oakland Unified School District