

| Board Office Use: Legislative File Info. |         |
|--|---------|
| File ID Number                           | 10-1371 |
| Introduction Date                        | 6-14-10 |
| Enactment Number                         | 10-1204 |
| Enactment Date                           | 6-23-10 |



OAKLAND UNIFIED  
SCHOOL DISTRICT

Expect Success

every student. every classroom. every day.

# Memo

To Board of Education  
From Anthony Smith, Ph.D., Superintendent

Board Meeting Date  
(To be completed by  
Procurement)

Subject Professional Services Contract Amendment -  
Bay Area Educational Consulting, Martinez CA (Contractor, City, State) -  
Robeson School Visual and Performing Arts (site/department)

Action Requested Ratification by the Governing Board of the amendment to the professional services contract between Oakland Unified School District and Bay Area Educational Consulting, of Martinez CA, Services to be primarily provided to Robeson School Visual and Performing Arts for the period of 08/09/2009 through 06/30/2010, in an amount not to exceed \$10,000.00.

Background A one paragraph explanation of why an amendment is needed. Robeson has identified the need for further assistance from Ms. Basen in three areas: (1) continued professional development in support of teachers' implementing differentiated instruction and formative evaluation, (2) establishing systematic standards for preparing Senior Projects, and (3) helping plan the transition of the California Partnership Academy from Robeson to another high school in the District.

Discussion One paragraph summary of the amended scope of work. A contract for services between District and Bay Area Educational Consulting (Cathy Basen), Martinez, CA, for the latter to provide additional 160 hours of professional development activities in groups and with individual teachers. These activities will focus on providing differentiated instruction, using formative evaluation in diagnosing learning gaps, and establishing standards for Senior Projects (including research and presentations), in an additional amount of \$10,000.00, increasing the original amount from \$21,000.00 to \$31,000.00, and extending the contract period of August 9, 2009 to April 30, 2010 to June 30, 2010. All other terms and conditions of the contract remain in full force and effect.

Recommendation Ratification by the Governing Board of the amendment to the professional services contract between Oakland Unified School District and Bay Area Educational Consulting, of Martinez CA, Services to be primarily provided to Robeson School Visual and Performing Arts for the period of 08/09/2009 through 06/30/2010, in an amount not to exceed \$10,000.00.

Fiscal Impact Funding resource name (please spell out) General Purpose not to exceed \$10,000.00

Attachments

- Contract Amendment
- Copy of original contract

**AMENDMENT NO. 2 TO  
PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD)  
and Bay Area Educational Consulting (CONTRACTOR). OUSD entered into an Agreement  
with CONTRACTOR for services on July 21, 2009, and the parties agree to amend that Agreement as follows:

|    |                          |   |  |
|----|--------------------------|---|--|
| 1. | <b>Services:</b>         | <input type="checkbox"/> The scope of work is <u>unchanged</u> .        | <input checked="" type="checkbox"/> The scope of work has <u>changed</u> .<br><b>If the scope of work has changed:</b> Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.<br><input checked="" type="checkbox"/> <u>Revised scope of work attached.</u><br>The CONTRACTOR agrees to provide the following amended services: _____<br><u>Design and provide professional development activities, develop standards for Senior Projects, and plan the transition of the Visual and Performing Arts Academy from Robeson to another high school.</u> |
| 2. | <b>Terms (duration):</b> | <input type="checkbox"/> The term of the contract is <u>unchanged</u> . | <input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .<br><b>If the term has changed:</b> The contract term is extended by an additional <u>two months</u> (days/weeks/months), and the amended expiration date is <u>06/30/2010</u> .  |
| 3. | <b>Compensation:</b>     | <input type="checkbox"/> The contract price is <u>unchanged</u> .       | <input checked="" type="checkbox"/> The contract price has <u>changed</u> .<br><b>If the compensation has changed:</b> The contract price is amended by<br><input checked="" type="checkbox"/> Increase of \$ <u>10,000.00</u> to original contract amount<br><input type="checkbox"/> Decrease of \$ _____ to original contract amount<br>and the new contract total is <u>thirty-one thousand</u> dollars (\$ <u>31,000.00</u> )   |

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

☐ There are no previous amendments to this Agreement. ☒ This contract has previously been amended as follows:

| No. | Date       | General Description of Reason for Amendment        | Amount of Increase (Decrease) |
|-----|------------|--|-------------------------------|
| 1   | 10/26/2009 | continuation of activities begun during the summer | \$ 15,000.00                  |
|     |            |  | \$                            |
|     |            |  | \$                            |

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

☐ President, Board of Education  
☒ Anthony Smith, Ph.D., Superintendent

5/21/10  
Date

CONTRACTOR

Cathy S. Basen  
Contractor Signature  
4/13/10  
Date  
CATHY S. BASEN, CONSULTANT  
Print Name, Title

CERTIFIED:

Edgar Rakestraw, Jr.  
Edgar Rakestraw, Jr., Secretary  
Board of Education

| Board Office Use: Legislative File Info. |                |
|--|----------------|
| File ID Number                           | <u>10-1371</u> |
| Introduction Date                        | <u>6-14-10</u> |
| Enactment Number                         | <u>10-1204</u> |
| Enactment Date                           | <u>6-23-10</u> |

## EXHIBIT "A" Scope of Work

### DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda MUST ACCURATELY ALIGN WITH THE SCOPE OF WORK

A contract for services between District and Bay Area Educational Consulting (Cathy Basen), Martinez, CA, for the latter to provide additional 160 hours of professional development activities in groups and with individual teachers. These activities will focus on providing differentiated instruction, using formative evaluation in diagnosing learning gaps, and establishing standards for Senior Projects (including research and presentations), in an additional amount of \$10,000.00, increasing the original amount from \$21,000.00 to \$31,000.00, and extending the contract period of August 9, 2009 to April 30, 2010 to June 30, 2010. All other terms and conditions of the contract remain in full force and effect.

### SCOPE OF WORK

#### Contractor Name:

Bay Area Educational Consulting, \_\_\_\_\_ will provide a maximum of 160 hours of services at a rate of \$ 62.50 per hour for a total not to exceed \$ 10,000.00 Services are anticipated to begin on 08/09/2009 and end on 06/30/2010.

#### 1. Goals or Objectives

Describe the service(s) the contractor will provide. What is contractor expected to achieve? What are the expected outcomes?

Ms. Basen's consultations will result in the following:

- teachers' developing differentiated instruction to meet the learning needs of students
- teachers' use of formative assessment to diagnose learning gaps and provide feedback to students
- standards and rubrics to guide students in the preparation and presentation of their Senior Projects
- teachers will have a comprehensive plan to guide them in the Academy's transition from Robeson to another high school
- the Visual and Performing Arts Academy's curriculum will be aligned with the California Technical Education standards.

#### 2. Description of Services to be Provided

Describe the specific duties assigned or attributable to this contractor, not the department. (What objective evidence will demonstrate the consultant has provided the services.)

Ms. Basen will provide additional 160 hours of professional development activities in groups and with individual teachers. These activities will focus on providing differentiated instruction, using formative evaluation in diagnosing learning gaps, and establishing standards for Senior Projects (including research and presentations).

Ms. Basen will also develop a transition plan to relocate the Visual and Performing Arts Academy program to another high school in the District and support the teachers in developing an Academy curriculum for 2010-11 that is aligned with the California Technical Education standards.

#### 3. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please describe how this scope of work aligns with a specific action item in the SPSA.

Please select:

☐ Action Item included in Board Approved SPSA Action Item Number: \_\_\_\_\_

☐ Action Item added as modification to Board Approved SPSA – Attach appropriate paperwork, for directions see the Resource Manager List posted in the Professional Services Contract folder on the School Operations Library.

## PROFESSIONAL SERVICES CONTRACT

### AMENDMENT ROUTING FORM

#### Basic Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.

1. Contractor and OUSD contract originator reach agreement on modification to original contract.
2. Contractor and OUSD contract originator complete amendment together. Please insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the Contract Amendment.
3. If contract total amount has increased, OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**
4. OUSD contract originator submits amendment packet for approval within two weeks of creating the requisition.

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

Attachment  
Checklist

- ☒ Copy of original contract
- ☒ Contract amendment packet including Board Memo and Contract Amendment Form
- ☒ Revised Scope of Work – Evidence of why additional funds are needed
- ☐ If additional consultants will be working on site, attach agency letter verifying additional consultants have met the Fingerprinting/Background Investigation and have a negative tuberculosis status.

OUSD Staff Contact Emails about this contract should be sent to: [lynn.bailiff@ousd.k12.ca.us](mailto:lynn.bailiff@ousd.k12.ca.us)

#### Contractor Information

|                  |                                 |                  |                      |
|------------------|---------------------------------|------------------|----------------------|
| Contractor Name  | Bay Area Educational Consulting | Agency's Contact | Cathy Basen          |
| OUSD Vendor ID # | 1004878                         | Title            |                      |
| Street Address   | 300 Mill Street                 | City             | Martinez             |
| Telephone        | (925) 899-6510                  | State            | CA                   |
|                  |                                 | Zip              | 94553                |
|                  |                                 | Email            | cbasen@sbcglobal.net |

#### Compensation and Terms – Must be within the OUSD Billing Guidelines

|                          |              |                    |          |
|--------------------------|--------------|--------------------|----------|
| Original Contract Amount | \$ 21,000.00 | Original PO Number | P1001554 |
| Amended Amount           | \$ 10,000.00 | New Requisition #  | R0003962 |
| New Contract Total       | \$ 31,000.00 |                    |          |

#### Budget Information

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

| Resource # | Resource Name | Org Key    | Object Code | Amount       |
|------------|---------------|------------|-------------|--------------|
| 0000       | G.P.          | 3401110101 | 5825        | \$ 10,000.00 |
|            |               |            |             | \$           |
|            |               |            |             | \$           |

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

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

|   |  |                                 |              |               |                 |     |      |
|---|--|---------------------------------|--------------|---------------|-----------------|-----|------|
| 1.  | Site Administrator or Manager  | Name                            | Betsy Steele | Ext.          | 1237            | Fax | 3127 |
|   | Site / Department  | Paul Robeson School of the Arts |              |               |                 |     |      |
|   | Signature  |                                 |              | Date Approved | 4-13-10         |     |      |
| 2.  | Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> School Portfolio Management <input type="checkbox"/> Complementary Learning / After School Programs |                                 |              |               |                 |     |      |
|   | Signature  |                                 |              | Date Approved |                 |     |      |
|   | Signature (if using multiple restricted resources)   |                                 |              | Date Approved |                 |     |      |
| 3.  | Network or Executive Officer   |                                 |              |               |                 |     |      |
|   | Signature  |                                 |              | Date Approved | 5/20/10         |     |      |
| 4.  | Cabinet (CAO, OCA, CFO, CSO, Assist. Sup. Facilities)  |                                 |              |               |                 |     |      |
|   | Signature  |                                 |              | Date Approved | 5/26/10         |     |      |
| 5.  | Board of Education or State Administrator Signature on the legal contract  |                                 |              |               |                 |     |      |
| Legal Required if not using standard contract |  | Approved                        |              |               | Denied - Reason |     |      |
| Procurement                                   | Date Received  |                                 |              | PO Number     |                 |     |      |

## Consultant Contract – Explanation of Use of GP Funds

### Directions

During this time of extreme financial uncertainty, the Board of Education and Cabinet are closely examining use of General Purpose (GP) funds and encouraging the use of categorical funds whenever possible. Please provide the Board of Education with a brief explanation of why you would like to fund a consultant contract using General Purpose (GP) funds.

*Note: As site allocations for the 2009/2010 school year may be reduced due to the state budget crisis, school sites are allowed to carryover 80% of unspent GP funds to use in the 2009/2010 school year.*

|                    |                                 |                    |          |
|--------------------|---------------------------------|--------------------|----------|
| Site or Department | Paul Robeson School of the Arts |                    |          |
| Contractor Name    | Bay Area Educational Consulting | Requisition Number | R0003962 |


Please select the most appropriate box.

- ☐ **Limited categorical funds:** My site does not receive Title 1 or SCE funds.
- ☐ **Activity cannot be supported by categorical funds:** We cannot use Title 1, SCE, SLIBG or other categorical resources to support this activity because it is not a compliant use of those funds.
- ☐ **Categorical funds already committed:** My site has already committed our categorical funds for this year and I anticipate we will spend all available categorical funds.

**X Other:** Describe below and attach additional pages if necessary.

### Explanation:

I was not aware that this policy was in effect. I would gladly use California Partnership Academy funds (resource 7220) to support this contract if I were permitted to transfer the C.P.A. funds into object 5825.

| Review                         | Signature   | Date    |
|--------------------------------|---|---------|
| Principal                      |  | 5-11-10 |
| Network Executive Officer/ ExO |   |         |

|                       |                   |
|-----------------------|-------------------|
| Board Office Use Only | File ID Number    |
| 09-3010               | Introduction Date |
| 12-7-09               | Enactment Number  |
| 10-00687              | Enactment Date    |
| 1/13/10               |                   |



OAKLAND UNIFIED  
SCHOOL DISTRICT

expect Success

every student. every classroom. every day.

# Memo

To

Board of Education

From

Anthony Smith, PhD., Superintendent

Board Meeting Date  
(To be completed by  
Procurement)

Subject

Professional Services Contract Amendment -  
Bay Area Educational Consulting Martinez CA (Contractor, City, State) -  
Paul Robeson School of the Arts (site/department)

Action Requested

Ratification by the Governing Board of the amendment to the professional services contract between Oakland Unified School District and Bay Area Educational Consulting, of Martinez CA, Services to be primarily provided to Paul Robeson School of the Arts for the period of 10/26/2009 through 04/30/2010, in an amount not to exceed \$21,000.00.

Background

A one paragraph explanation of why an amendment is needed.

Under the original contract, Ms. Basen provided consulting services during the summer in preparation for the beginning of the school year. This amendment provides for the continuation and amplification of her activities to support Teachers' focusing on student learning and achievement.

Discussion

One paragraph summary of the amended scope of work.

Ms. Basen will engage Robeson's Teachers in three areas: (1) increasing their pedagogical knowledge, using formative assessments to diagnose learning gaps, and developing effective instructional strategies to meet students' learning needs; (2) developing an equity-centered professional learning community that focuses on student learning among a population of under-achieving students; and (3) utilizing student achievement data in establishing appropriate learning targets to improve students' educational outcomes.

Recommendation

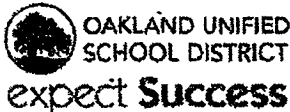
Ratification by the Governing Board of the amendment to the professional services contract between Oakland Unified School District and Bay Area Educational Consulting, of Martinez CA, Services to be primarily provided to Paul Robeson School of the Arts for the period of 10/26/2009 through 04/30/2010, in an amount not to exceed \$21,000.00.

Fiscal Impact

Funding resource name (please spell out) Title I ARRA funds  
not to exceed \$21,000.00

Attachments

- Contract Amendment
- Copy of original contract



**AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD)  
and Bay Area Educational Consulting (CONTRACTOR). OUSD entered into an Agreement  
with CONTRACTOR for services on July 21, 2009, and the parties agree to amend that Agreement as follows:

|   |   |   |
|---|---|---|
| <b>1. Services:</b>   | <input type="checkbox"/> The scope of work is <u>unchanged</u> .        | <input checked="" type="checkbox"/> The scope of work has <u>changed</u> .        |
| If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.   |   |   |
| <input checked="" type="checkbox"/> Revised scope of work attached.   |   |   |
| The CONTRACTOR agrees to provide the following amended services: _____  |   |   |
| <u>Ms. Basen will engage Robeson's Teachers in (1) increasing their pedagogical knowledge, (2) developing a professional learning community that focuses on student learning among a population of under-achieving students, and (3) utilizing student achievement data in establishing appropriate learning targets,</u> |   |   |
| <b>2. Terms (duration):</b>   | <input type="checkbox"/> The term of the contract is <u>unchanged</u> . | <input checked="" type="checkbox"/> The term of the contract has <u>changed</u> . |
| If the term has changed: The contract term is extended by an additional <u>six months</u> (days/weeks/months), and the amended expiration date is <u>4/30/10</u> .  |   |   |
| <b>3. Compensation:</b>   | <input type="checkbox"/> The contract price is <u>unchanged</u> .       | <input checked="" type="checkbox"/> The contract price has <u>changed</u> .       |
| If the compensation has changed: The contract price is amended by   |   |   |
| <input checked="" type="checkbox"/> Increase of \$ <u>15,000.00</u> to original contract amount   |   |   |
| <input type="checkbox"/> Decrease of \$ _____ to original contract amount   |   |   |
| and the new contract total is _____ dollars (\$ <u>21,000.00</u> )  |   |   |

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

☒ There are no previous amendments to this Agreement. ☐ This contract has previously been amended as follows:

| No. | Date | General Description of Reason for Amendment | Amount of Increase (Decrease) |
|-----|------|---|-------------------------------|
|     |      |   | \$                            |
|     |      |   | \$                            |
|     |      |   | \$                            |

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

☐ President, Board of Education  
☒ Anthony Smith, Ph.D., Superintendent

11/3/09  
Date

CONTRACTOR

Cathy S. Basen  
Contractor Signature  
10/9/09  
Date  
CATHY S. BASEN, consultant  
Print Name, Title

Edgar Rakestraw, Jr., Secretary  
Board of Education

\_\_\_\_\_  
Date

**Certified:**

Edgar Rakestraw, Jr.  
Edgar Rakestraw, Jr., Secretary  
Board of Education  
11/3/10  
Contract No.

| Board Office Use: Legislative File Info. |                |
|--|----------------|
| File ID Number                           | <u>09-3010</u> |
| Introduction Date                        | <u>12/7/09</u> |
| Enactment Number                         | <u>10-0068</u> |
| Enactment Date                           | <u>1/13/10</u> |

P.O. No. \_\_\_\_\_

## EXHIBIT "A" Scope of Work

### DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda MUST ACCURATELY ALIGN WITH THE SCOPE OF WORK

Ms. Basen will engage Robeson's Teachers in three areas: (1) increasing their pedagogical knowledge, using formative assessments to diagnose learning gaps, and developing effective instructional strategies to meet students' learning needs; (2) developing an equity-centered professional learning community that focuses on student learning among a population of under-achieving students; and (3) utilizing student achievement data in establishing appropriate learning targets to improve students' educational outcomes.

### SCOPE OF WORK

Contractor Name:

Bay Area Educational Consulting will provide a maximum of 336 hours of services at a rate of \$ 62.50 per hour for a total not to exceed \$ 21,000.00. Services are anticipated to begin on 10/26/2009 and end on 04/30/2010.

#### 1. Goals or Objectives

Describe the service(s) the contractor will provide. What is contractor expected to achieve? What are the expected outcomes?

\*Ms. Basen will increase Teacher effectiveness by providing new pedagogical knowledge, supporting the use of formative assessment to diagnose learning gaps, and offering other instructional strategies and interventions.

\*Ms. Basen will guide Teachers in establishing a professional learning community that supports continuous learning and reflection about ways to achieve the desired educational outcomes with students.

\*Ms. Basen will initiate and support the use of data-based inquiry as a strategy that allows the school to transform the way both student and adult learning takes place. Teams of Teachers will use data-based inquiry to guide, push, and measure progress toward improved student achievement and equity.

#### 2. Description of Services to be Provided

Describe the specific duties assigned or attributable to this contractor, not the department. (What objective evidence will demonstrate the consultant has provided the services.)

Ms. Basen will support the Principal and Teachers in continuing their focus on student learning that was established through the WASC accreditation process last year. She will both provide individual coaching and lead group professional development activities to reinforce the lesson-planning and curriculum-mapping initiated in the summer institute that she conducted. She will guide the Teachers individually, in subject-based professional learning groups, and as a school-wide Professional Learning Community through a focused inquiry process that will result in the implementation of effective instructional strategies designed to close the achievement gap and to accelerate student learning.

#### 3. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please describe how this scope of work aligns with a specific action item in the SPSA.

Please select:

☒ Action Item included in Board Approved SPSA Action Item Number: \_\_\_\_\_

☒ Action Item added as modification to Board Approved SPSA – Attach appropriate paperwork, for directions see the Resource Manager List posted in the Professional Services Contract folder on the School Operations Library.



[Sign In](#)OAKLAND UNIFIED  
SCHOOL DISTRICT

expect Success

## Legislative Information Center

every student. every classroom. every day.

[Live Meeting Video](#)[Legislation](#)[Calendar](#)[Board of Education](#)[Bodies](#)[People](#)[District Home](#)

Search: Bay Area Educational Consu 2010

Agreement or Contract

\* file # ☒ text [Advanced search](#)  
☐ attachments  
☐ other info >>>

Search Legislation

[Help](#)

1 record Show Group Export

| File #  | Enactment # | Type                  | Status | File Created | Final Action | Title   |
|---------|-------------|-----------------------|--------|--------------|--------------|---|
| 09-3010 | 10-0068     | Agreement or Contract | Passed | 12/7/2009    | 1/13/2010    | Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between the District and Bay Area Educational Consulting, Martinez, CA, for the latter to support Principal and Teachers in continuing their focus on student learning established through the WASC accreditation process last year; provide individual coaching and lead group professional development activities to reinforce the lesson-planning and curriculum-mapping initiated in the summer institute conducted by consultant; guide teachers individually in subject-based professional learning groups and as |

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2009-2010

## Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

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

1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
2. Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
4. OUSD contract originator creates the requisition.
5. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

|                      |  |
|----------------------|--|
| Attachment Checklist | <input checked="" type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year |
|                      | <input checked="" type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years    |
|                      | <input checked="" type="checkbox"/> Statement of qualifications (organization) or resume (individual consultant)             |
|                      | <input checked="" type="checkbox"/> Proof of general liability insurance naming OUSD as Additionally Insured                 |
|                      | <input type="checkbox"/> For organizations (any consultant who has employees): Proof of workers compensation insurance       |

**OUSD Staff Contact** Emails about this contract should be sent to: \_\_\_\_\_

## Contractor Information

|                    |   |   |             |
|--------------------|---|---|-------------|
| Contractor Name    | Bay Area Educational Consulting   | Agency's Contact  | Cathy Basen |
| OUSD Vendor ID #   | 1004878   | Title   |             |
| Street Address     | 300 Mill Street   | City  | Martinez    |
| Telephone          | (925) 899-6510  | State   | CA          |
| Contractor History | Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Zip 94553   |

## Compensation and Terms – Must be within the OUSD Billing Guidelines

|                              |            |                    |            |                              |                   |
|------------------------------|------------|--------------------|------------|------------------------------|-------------------|
| Anticipated start date       | 08/09/2009 | Date work will end | 09/30/2009 | Other Expenses               | 0.00              |
| Pay Rate Per Hour (required) | \$62.50    | Number of Hours    | 96         | <b>Total Contract Amount</b> | <b>\$6,000.00</b> |

## 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                       |
|------------------------|-----------------|---------------|-------------|------------------------------|
| 0                      | General Purpose | 340-1110-1-01 | 5825        | \$6,000.00                   |
|                        |                 |               | 5825        | \$                           |
|                        |                 |               | 5825        | \$                           |
| <b>Requisition No.</b> | R0000290        |               |             | <b>Total Contract Amount</b> |
|                        |                 |               |             | <b>\$6,000.00</b>            |

## 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.

|  |  |                                 |                 |          |               |          |
|--|--|---------------------------------|-----------------|----------|---------------|----------|
| 1.   | <b>Administrator / Manager</b> (Originator)  | Name                            | Betsy Steele    | Phone    | 879-1237      |          |
|  | Site / Department  | Paul Robeson School of the Arts |                 |          | Fax           | 879-3127 |
|  | Signature  | <i>Betsy Steele</i>             |                 |          | Date Approved | 7-24-09  |
| 2.   | <b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> School Portfolio Management <input type="checkbox"/> Complementary Learning / After School Programs |                                 |                 |          |               |          |
|  | <input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)   |                                 |                 |          |               |          |
|  | Signature  |                                 |                 |          | Date Approved |          |
| 3.   | <b>Network or Executive Officer</b>  |                                 |                 |          |               |          |
|  | <input type="checkbox"/> Services described in the scope of work align with needs of department or school site   |                                 |                 |          |               |          |
|  | <input type="checkbox"/> Consultant is qualified to provide services described in the scope of work  |                                 |                 |          |               |          |
| 4.   | Signature  | <i>William L. McDonald</i>      |                 |          | Date Approved | 7-24-09  |
|  | <b>Cabinet</b> (CAO, CCA, CFO, CSO, Assist. Sup. Facilities)   |                                 |                 |          |               |          |
|  | Signature  | <i>[Signature]</i>              |                 |          | Date Approved | 8/11/09  |
| 5.   | <b>Superintendent, Board of Education or State Administrator</b> Signature on the legal contract   |                                 |                 |          |               |          |
| <b>Legal</b> Required if not using standard contract |  | Approved                        | Denied - Reason |          | Date          |          |
| <b>Procurement</b> Date Received                     |  | PO Number                       |                 | P1601554 |               |          |

| Board Office Use: Legislative File Info. |         |
|--|---------|
| File ID Number                           | 09-2433 |
| Introduction Date                        | 9-14-09 |
| Enactment Number                         | 09-1964 |
| Enactment Date                           | 9-23-09 |



every student. every classroom. every day.

# Memo

To

Board of Education

From

Anthony Smith, Ph.D., Superintendent

Board Meeting Date  
(To be completed by  
Procurement)

9/23/09

Subject

Professional Services Contract - Bay Area Educational Consulting -----(contractor)  
- Paul Robeson School of the Arts -----(site/department)

## Action Requested

Ratification of professional services contract between Oakland Unified School District and Bay Area Educational Consulting ----- Services to be primarily provided to Paul Robeson School of the Arts for the period of 08/09/2009 through 09/30/2009.

## Background

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

We are committed to raising the academic performance of all students attending the Robeson School of the Arts. Teachers need to focus on student learning and achievement; accordingly, they must align their courses and instructional objectives with the State-established standards and the District pacing guides.

## Discussion

One paragraph summary of the scope of work.

Ms. Basen will (1) provide teacher training in lesson- and unit-planning in preparation for the 2009-10 school year, (2) develop templates and training materials for the summer institute, and (3) in collaboration with the Principal, lead the summer professional development institute, which will be held on August 24 through August 26

## Recommendation

Ratification of professional services contract between Oakland Unified School District and Bay Area Educational Consulting ----- Services to be primarily provided to Paul Robeson School of the Arts for the period of 08/09/2009 through 09/30/2009.

## Fiscal Impact

Funding resource name (please spell out) General Purpose funds  
not to exceed \$ 6,000.00

## Attachments

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



# OAKLAND UNIFIED SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2009-2010

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

1. **Services:** The CONTRACTOR shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Terms:** CONTRACTOR shall commence work on 08/09/2009, or the day immediately following approval by the Superintendent, if total amount the CONTRACTOR has contracted with the District is below \$72,400 in the current fiscal year, or the Board of Education if total contracts exceeds \$72,400, whichever is later. The work shall be completed no later than 09/30/2009.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed six thousand Dollars (\$6,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  1. Individual consultants:
    - ☒ Tuberculosis Clearance – Documentation from health care provider showing negative TB status
    - ☒ Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening in current fiscal year.
    - ☒ Insurance Certificates and Endorsements – Documentation showing compliance with section 9 herein.
  2. Agencies or organizations:
    - ☐ Insurance Certificates and Endorsements – Documentation showing compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of the Agreement except: none which shall not exceed a total cost of \$ 0.
6. **CONTRACTOR Qualifications / Performance of Services.**

**CONTRACTOR Qualifications.** CONTRACTOR 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 regulations, as they may apply.

**Standard of Care.** CONTRACTOR represents 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.
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:**

Name: Betsy Steele  
Site /Dept.: Paul Robeson School of the Arts  
Address: \_\_\_\_\_  
Oakland, CA  
Phone: 879-1237

**CONTRACTOR:**

Name: East Bay Education Consulting  
Title: \_\_\_\_\_  
Address: 300 Mill Street  
Martinez CA 94553  
Phone: (925) 899-6510

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 in address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

**8. Invoicing**

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

1. Invoice shall include but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.

2. In addition, invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:

- i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site. This list must include the Department of Justice ATI number for each person and a statement that subsequent arrest records have been requested for each person listed.
- ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

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

**10. Insurance:**

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

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

Check only one of the boxes below:

☒ The 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.

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

- ii. CONTRACTOR shall maintain 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 is attached. Inclusion of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

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

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

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the 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, the 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.
14. **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 drugs on these sites.
15. **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.
16. **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.
17. **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.
18. **Termination:** OUSD may at any time terminate this Agreement upon 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.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
  1. **Tuberculosis Screening**
  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.

Contractor initial: 

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

20. **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.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the 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).

22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to students after data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.
- CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD of this information.
25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by either the State Administrator, the Board of Education, and/or the Superintendent as their designee.
28. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
29. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

**Summary of terms and compensation:**

Anticipated start date: 08/09/2009 Work shall be completed by: 09/30/2009 Total Fee: \$ 6,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

- ☐ President, Board of Education  
☐ State Administrator  
☐ Superintendent

Date

CONTRACTOR

Contractor Signature

Date

East Bay Education Consulting

Print Name, Title

**Certified:**  
 Secretary, Board of Education

Date

Edgar Rakestraw, Jr.  
 Edgar Rakestraw, Jr., Secretary  
 Board of Education

| Board Office Use: Legislative File Info. |         |
|--|---------|
| File ID Number                           | 09-2433 |
| Introduction Date                        | 9-14-09 |
| Enactment Number                         | 09-1964 |
| Enactment Date                           | 9-23-09 |

## EXHIBIT "A" Scope of Work

### DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

#### **Summary for Board Memo and Board Agenda – Must accurately describe scope of work below.**

Professional Services Contract between the District and Bay Area Educational Consulting, Martinez, CA., for the latter to provide teacher training in lesson and unit planning in preparation for the 2009-10 school year; develop templates and training materials for the summer institute; and in collaboration with the Principal, lead the summer professional development institute, which will be held on August 24, 2009 through August 26, 2009, for the period August 9, 2009 through September 30, 2009, in an amount not to exceed \$6,000.00.

### SCOPE OF WORK

Bay Area Educational Consulting will provide a maximum of 96 hours of services at a rate of \$62.50 per hour for a total not to exceed \$6,000.00. Services are anticipated to begin on 08/09/2009 and end on 09/30/2009.

- 1. Description of Services to be Provided** Please provide a one or two paragraphs program description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and the planned outcome.

Ms.. Basen will (1) provide teacher training in lesson- and unit-planning in preparation for the 2009-10 school year, (2) develop templates and training materials for the summer institute, and (3) in collaboration with the Principal, lead the summer professional development institute, which will be held on August 24 through August 26

- 2. Strategic Alignment: School-based contracts:** Make clear how this service supports your academic goals and increases student achievement. Provide details as to program participation (Students will...) and intended outcomes (Students will be able to...) **Central office contracts:** How does this service support the overall strategic goals of your department and increase student achievement?

Robeson High's 2009-10 Single Plan for Student Achievement acknowledges that "the large number of students demonstrating below grade-level mastery of state content standards demonstrates the need for multiple strategies to accelerate students' learning in E.L.A. and Mathematics." It proposes that the school use "a combination of curricular and instructional strategies . . . as well as the development of a strategic professional development plan to train and support teachers in more effective instruction."

As the initial step in this plan, teachers will align their courses and instructional objectives with the State-established standards and the District pacing guides through effective lesson-planning. The summer professional development institute will guide teachers in this critical process.

- 3. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

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



| <b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>   |  | DATE (MM/DD/YYYY)<br>07/20/2009  |
|---|--|--|
| <b>PRODUCER</b><br>Faustino I. Marks Insurance Services<br>19510 Van Buren Blvd #287<br>Riverside, CA 92508<br>(951) 780-6375 Office (951) 780-7348 Fax |  | <b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b> |
| <b>INSURER</b><br>Bay Area Education Consulting<br>300 Mill Road<br>Martinez, CA 94553  |  |  |
| <b>INSURERS AFFORDING COVERAGE</b>  |  | <b>NAIC #</b>  |
| <b>INSURER A:</b> Hartford Casualty Insurance   |  |  |
| <b>INSURER B:</b>   |  |  |
| <b>INSURER C:</b>   |  |  |
| <b>INSURER D:</b>   |  |  |
| <b>INSURER E:</b>   |  |  |

**COVERAGES**

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

| INSURED | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS  |
|---------|---|---------------|------------------------------------|-------------------------------------|---|
| A       | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | 72SBMUV5151   | 07/17/2009                         | 07/17/2010                          | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO IDENTIFIED PREMISES (EA OCCURRENCE) \$300,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000 |
|         | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  |               |                                    |                                     | COMBINED SINGLE LIMIT (EA accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|         | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO  |               |                                    |                                     | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$   |
|         | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$   |               |                                    |                                     | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$  |
|         | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER   |               |                                    |                                     | WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as Additional Insured as their interest may appear.

\* 10 day cancellation clause for non-payment of premium.

| CERTIFICATE HOLDER  | CANCELLATION  |
|---|---|
| Oakland Unified School District<br>Interim Procurement / Distribution Manager<br>1025 Second Avenue<br>Oakland, CA 94606-2212 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE<br>Faustino Marks |