Board Office Use: Le	gislative File Info.
File ID Number	10-1717
Introduction Date	8-2-10
Enactment Number	16-1492
Enactment Date	8-(1-10



every student. every classroom. every day.

Memo

To

From

Board Meeting Date (To be completed by Procurement)

Subject

Board of Education
Tony Smith, Ph.D., Superintendent

8-11-10

Professional Services Contract - U. C. Regents Professional Day Program, Berkeley, CA - Skyline High School

Action Requested

Ratification of professional services contract between Oakland Unified School District and U. C. Regents Professional Day Program. Services to be primarily provided to Skyline High School for the period of February 2, 2010 through June 10, 2010.

Background

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

Skyline far below basic students will benefit through enhanced mathematics instruction and direct academic support through tutoring services in mathematics. Students will be able to perform at an increased level on in-class and homework assignments in mathematics.

Discussion One paragraph summary of the

summary of the scope of work.

Ratification by the Board of Education of Professional Services Contract between Oakland Unified School District and U. C. Regents Professional Day Program for the latter to provide 41 hours of service to Skyline High School by providing In-class teacher coaching or tutoring and after school tutoring will be provided twice a week for three hours per day by the U.C. Berkeley Mathematics Specialist (coaching/tutoring) and undergraduate student (tutoring) for one semester.

Recommendation

Ratification of professional services contract between Oakland Unified School District and U. C. Regents Professional Day Program. Services to be primarily provided to Skyline High School for the period of February 2, 2010 through June 10, 2010.

Fiscal Impact

Funding resource name (please spell out) Title 1—Basic Low Income and Neglected not to exceed \$8,856.00.

Attachments

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

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 200

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	5. Within 2 w sks of creating the requisition the OUSD contract originator submits complete contract packet for approval.												
	Attachment LiFi r individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year Checklist LiFi r individual consultants: Proof of negative tuberculosis status within past 4 years												
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Basic Directions

Rev. 09/2009

THIS FORM IS NOT A CONTRACT

Oakland Unified School District HIGH SCHOOL NETWORK

JUN 1 6 2010

RECEIVED



PROFESSIONAL SERVICES CONTRACT 2009-2010

Thi	is Agreement is ente	red into between the Caixland Unified School District (OUSD) and <u>UC Regents-Professional Day Program</u> (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for
зре	cially trained, expe	services and advice in financial, economic, accounting, angineering, legal, and administrative matters with persons enced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and ich services. The parties agree as follows:
1.	Services: The CK herein by reference	NTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated .
2.	if the aggregate ar	TOR shall commence work on <u>02/02/2010</u> , or the day immediately following approval by the Superintendent bount CONTRACTOR has contracted with the District is below \$72,400 in the current fiscal year; or, approval by the n if the total contract(s) exceed \$72,400, whichever is later. The work shall be completed no later than
3.	exceed <u>Eight thos</u> be for full perform:	JSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to sand eight hundred fifty-six Dollars (\$ 6,856.00). This sum shall now of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.
		vill be compensated flourly for services provided under this Contract, CONTRACTOR shell describe in Exhibit "A," specific scope of services to be delivered on an hourly basis to OUSD.
		liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for slows: N/A
	CONTRACTOR S	shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the bmits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the for which payment is to be made.
	to correct unsatisfa payment was mad	payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR story work, elthough the unsatisfactory character of that work may not have been apparent or detected at the time a . Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that sad by CONTRACTOR without delay.
4.		ments: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and devidence of the following: ultants:
	☐ Tubercules	s Clearance - Documentation from health care provider showing negative TB status within the last four years.
		of Pre-Consultent Screening Process — Attach letter from Human Resources Support Services showing completion sultant Screening for this current fiscal year.
	Insurance	'ertificates and Endorsements - General Liability insurance in compliance with section 9 herein.
	2. Agencies or o	genizatione:
	Insurance	iertificates and Endorsements - Workers' Compensation insurance in compliance with section 9 herein.
5.		itertals: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this which shall not exceed a total cost of \$
6.	CONTRACTOR Q	alifications / Performance of Services.
	the Services requi	ralifications. CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide ad by this Agreement in conformity with the laws and regulations of the State of California, the United States of all laws, ordinances and/or regulations, as they may apply.
	professional mann obtained, reports of	CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a sr. without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings and recommendations prepared in accordance with generally and currently accepted principles and practices of its ses to California school districts.
7.		s and invoices provided for under this Agreement shall be in writing and either personally delivered during normal ent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth
Res	v. 9/01/0 9	Requisition No. <u>r0003575</u> P.O. No

Professional Services Cont. act

Phone:	3060	Phone: (510) 879 3060	Phone:
i	CA	Oakland CA	
Addres		*	Address
Tale	Skyline High School	Site /Dept.	Site /D
Name:	1	Name: Beverly I arisan	Name:
CONTR	five:	OUSD Represent tive:	gspo

CONTRACTOR

Name: UC Regents - Professional Development Program

Address: 2308 Stephens - UC Berkeley

Berkeley CA 94720

(510) 642-0384

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

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All emounts peid by OUSD shell be subject to euch by OUSD.

- Invoices shelt include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase ords: number, name of school or department service was provided to, period of service, number of hours of service, brief descripts n of services provided, hourly rate, total payment requested.
- Ņ Invaicas from yearcles or Organizations must include evidence of compliance with section 19 herein:
- Fingarprir ing of Employese and Agents: Agency or organization must provide a current list of all employees, agents and volunteen working at an OUSD site when invoicing, and must include the Department of Justica ATI number for each person, and at sits ensent that subsequent arrest records have been requested for each person listed.
- Tuberculc its Screening. The list must also include a statement that TB Clearance is on file for each person
- ţ, Status of Contract or: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independen contractor. CONTRACTOR understands and agrees that it and at 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 Companisation or \forestimeters Companisation, CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contract one, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the xeriometers of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the social suthority or controlling and directing the performance of the details of the work, OUSD being interested only in the results. obtained

10. Insurance:

- General Liability Insurance: Unless specifically waived by CUSO, the following insurance is required:
- If CONTR ACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain; Lali times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of Cultionia and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$,000,000) per eccident or disk

Check on · of the boxes below:

- ☐ C: NITRACTOR is swere of the provisions of Section 3700 of the Labor Code which require every employer to be in used against liability for workers' compensation or to undertake self-insurance in accordance with the provision in a code, and will comply with such provisions before commencing the performance of the Work of this Contract. ions of
- I C: NTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California
- **#**1 CONTRA :TOR shall meintain General Liability insurance, including automobile coverage with limits of One Million Dollers (\$1,000,0-0) per occurrence for bodily injury and properly damage. The coverage shall be primary as to OUSD and shall name OU iD as an additional insured. Evidence of insurance must be attached. Inclusion of OUSD as an additional insured shall not : ffect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The polic: shall protect CONTRACTOR and OUSD in the same memor as thought each were separately issued. Nothing in said polic: shall operate to increase the insured'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.
- If CONTF ACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omission: insurance or Professional Liability Insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

8

- CONTRA :TOR 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 of demand.
- Licenses and Pe mits: CONTRACTOR shall obtain and keep in force all licenses, permits, and cartificates necessary for the performance of thir Agreement.

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Professional Services Cont. act

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- 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 emplo se engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital : alus, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California law: including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 am: Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontract r(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, nation. I origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, ser or sexual orientation.
- 14. Drug-Free / Smol e Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. It is students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sizes.
- 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 performar to of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, at ants, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, a rvices, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives terminatic 1 of this Agreement.
- 16. Copyright/Traden ark/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 sal 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, stulies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photogruphs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of uthorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performe under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in the se works are the property of OUSD.
- 17. Walver: 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: OU 3D may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR to services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should C DNTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required servi as from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONT (ACTOR 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, coru stent with invoicing requirements outlined in Section 8, which include:
 - 1. Tuberculosis Screening
 - Fingerprintin : of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 5125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has compiled with the fingerprinting and criminal background it restigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractor, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, con surrently 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. Can ractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requester and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing serv as to the District under this Agreement.

Contractor init	#:
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In the event that C JSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, or iployee, representative or agent from an OUSD achool 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 This if 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 Evaluati n of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate the CONTRACTOR's rork in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation.
 - 1. Requesting th & OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their p aformance.
 - 2. Announced ar 1 unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

12108/33063

Professional Services Contract

Edgar Rakestraw, Jr., Secretary

Board of Education

- 22. Limitation of OUSD liability. Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the paymer of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD by 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 confider failty of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of ir crest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affin is to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's fair ly, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest in 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 executior 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 mit ht constitute a violation of said provisions. CONTRACTOR agrees it shall notify OUSD in writing.

- 25. Integration/Entire At reement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, nej obtains, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument excluded by both Parties.
- 25. Litigation: This Agr ement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Sup rior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, it is prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. Contract Contingers on Governing Board Approval: The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its fesignee.
- 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 be aff of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. Counterparts. This ligreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be concluded as one document.
- 30. Incorporation of Rec tals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

эмничий от выня тип с кирензалой:	•			
Anticipated start date: 2-2-2010	Work shall be completed b	y: 6-10-2010 Total Fee:	\$8,858	
☐ President Bhard of Fucation ☐ Superintendent	(e 23/0 =	ONTRACTOR LOW	12-2-09 Days	
Secretary, Board of Education		C Regents - Professional Devade ript Name, Tale Brisa C. Dornshue,		Ada et
		Board Office Use 1 s File ID Number Introduction Date Enactment Number	giclative File Info: 10 - 1777 8 - 2 - 1	· July Probable
CERTIFIED:	izla	Enaclment Date	8-11-10	

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

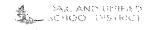
CONTRACTOR'S entire Proposal is <u>not</u> made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Ratification by the Board of Education of Professional Services Contract between Oakland Unified School District and U. C. Regents Professional Day Program for the latter to provide 41 hours of service to Skyline High School by providing In-class teacher coaching or tutoring and after school tutoring will be provided twice a week for three hours per day by the U.C. Berkeley Mathematics Specialist (coaching/tutoring) and undergraduate student (tutoring) for one semester.

SCOPE OF WORK

		GOO! E O! WORK
hou	ur fo	egents Professional Day Prc will provide a maximum of 41.00 hours of services at a rate of \$216.00 per or a total not to exceed \$8,856.00 . es are anticipated to begin on 02/02/2010 and end on 06/16/2010 .
1.	the U. In-	scription of Services to be Provided Please provide a one or two paragraphs program description of the service(s) contractor will provide. Be specific about what service(s) OUSD is purchasing and the outcome specific to this consultant. C. Regents Professional Day Program will provide 41 hours of service to Skyline High School by providing class teacher coaching or tutoring and after school tutoring will be provided twice a week for three hours per by the U.C. Berkeley Mathematics Specialist (coaching/tutoring) and undergraduate student (tutoring) for e semester.
2.	(Stu Sk sup	ecific Duties and Outcomes: Be specific as to what this consultant will do. Provide details as to program participation udents will) and measurable outcomes (Participants will be able to). The specific Duties and Outcomes: Be specific as to what this consultant will do. Provide details as to program participation udents will) The specific Duties and Outcomes: Be specific as to what this consultant will do. Provide details as to program participation udents will) The specific Duties and Outcomes: Be specific as to what this consultant will do. Provide details as to program participation udents will be able to).
3. Pl	eas	gnment with Single Plan for Student Achievement (required if using State or Federal Funds) e 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.

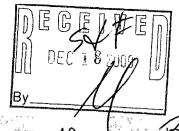


State and Federal Compliance

SECTIONS 4 & 5: Academic and School Climate Action Plan

School Name: Skyline High School

School Site #: 306



2009-201 SPSA Revisions

SSC Chairperson's Initials

Principal's Initials: APPROVED 12-10-09
by SSC

Priority Area Math, ELA, School Climate, Parent Involvement	Actions Cleary Explain What Specific Actions Are Planned.	Student Group Impacted FBB, BB, B, ELL, GATE	Measure of Success CST, CELDT, CAHSEE, ETC.	Resource #	Resource Name	Object Code #	Object Code Name	Unique Position Code (UPC)	FTE	Budget Amount
	A consultant contract to provide Professional Development to teachers to review curriculum assessment and instructional practices (to share, refine and assess the impact of those lessons to increase students' achievement.)	All students	CST, CAHSEE & District Assessment	3010	Title 1	5825				\$45,000.00
	Hire consultant to provide additional support to the students before, after school or during the weekend to improve academic	All students	CST, CAHSEE & District Assessment	3010	Title 1	5825				\$11,000.00
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Approved by Princip Militaria

Accepted by Chief C ficer

Accreyed by Execut relitatives: Officer

Department of State & Federal Programs

March Dw 9//0

Dataled by Principal/Chapter

During by Executive/Network Officer