Board Office Use: Le	gislative File Info.
File ID Number	12-2919
Introduction Date	Jan 9, 2013
Enactment Number	13-00801
Enactment Date	1-9-1311
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Community Schools, Thriving Students

Memo	
То	The Board of Education
From	Tony Smith, Ph.D., Superintendent By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action Vernon Hal, Deputy Superintendent, Business & Operations
Board Meeting Date (To be completed by Procurement)	Jan 9, 2013
Subject	Professional Services Contract - California Emerging Technology ®an Francisco CA (contractor, City State) LCI (site/department)
Action Requested	Ratification of a professional services contract between Oakland Unified School District and California Emerging Technology Fund. Services to be primarily provided to LCI for the period of 11/15/2012 through 6/30/2013.
Background A one paragraph explanation of why the consultant's services are needed.	School2Home, a program of the California Emerging Technology Fund, partnered to develop and submit the EETT-C grant for Frick Middle School. The School2Home Program was designed, tested, evaluated and modified specifically to close the achievement gap between California's low performing, non-white and white students, thereby improving high school graduation rates. School2Home has developed an accredited program of parent engagement training which improves school to home communication. Coaching for teachers is intensive and technology focused to integrate 21st Century skills, tools and teaching strategies.
Discussion One paragraph summary of the scope of work.	Ratification by the Board of Education of a Professional Service Contract between OUSD and California Emerging Technology Fund, School2Home, San Francisco, CA for the later to provide 211 hours of services under the terms of this contract; (1) the 24 hours of School2Home professional development and coaching, 15 hours per teacher; (2) the coordination and delivery of 6 hour parent training program to parents at Frick, which will involve recruiting, training and compensating up to 15 middle school teachers on the parent training curriculum; and (3) provide coaching and support for up to 15 teachers in 1:1 pedagogy by direct and electronic contact for the period of October 15, 2012 through June 30, 2013 in the amount NOT TO EXCEED \$25,369.10.
Recommendation	Ratification of professional services contract between Oakland Unified School District and California Emerging Technology Fund be primarily provided to LCI 11/15/2012 through 6/30/2013 for the period of the
Fiscal Impact	Funding resource name (please spell out) Enhancing Education Through Technology

_not to exceed \$25369.1

Professional Services Contract including scope of work

Commercial General Liability Insurance Certification

Fingerprint/Background Check Certification

TB screening documentation Statement of qualifications

www.ousd.k12.ca.us

Attachments

Round 9 Grant

Board Office Use: Legislative File Info.							
File ID Number	12-2919						
Introduction Date	Jan 9, 2013						
Enactment Number	13-00801						
Enactment Date	1-9-131						



PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and <u>California Emerging Technology Fund</u> (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 warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

	perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The rties agree as follows:
١,	Services: The CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
2.	Terms: CONTRACTOR shall commence work on 11/15/2012 , or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 6/30/2013.
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Twenty five thousand three hundred sixty nine and ten cents Dollars (\$25369.1). 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:
	Payment for 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 the District and in that case must be replaced by CONTRACTOR without delay.
1.	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 within the last four years.
	Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
	Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
	2. Agencies or organizations:
	■ Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5.	Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except:
3.	CONTRACTOR Qualifications / Performance of Services.
	CONTRACTOR Qualifications. CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and,/or regulations, as they may apply.
	Standard of Care. CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

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:

Notices: All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal

Professional Services Contract OUSD Representative:

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Name: Leah Jensen		Name: Sunne McPeak			_
Site /Dept.:	LCI	Title: President			
Address: 4551 Steele S	treet, Tilden Campus, Port F	Address: 5 3rd Street, #320			
Oakland, CA	94619	San Francisco	CA	94104	
Phone: 510-551-6023		Phone: 415-391-3800			

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

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. Invoices 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.
- Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person. and at statement that subsequent arrest records have been requested for each person listed.
 - Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.
- 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. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
 - If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- 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
- 11. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

Professional Services Contract

- 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 jnure 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.
 - Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

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Professional Services Contract

- 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 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 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 in writing.

- 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 the Board of Education, and/or the Superintendent as its 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.
- 31. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/epls/search.do)

Summary of terms and compensation:

Anticipated start date: 11/15/2012 Work shall be completed by: 6/30/2013 Total Fee: \$25369.1

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Vantes

President, Board of Education

Superintendent or Designee

Sunne McPeak

President

Print Name, Title

Print Name, Title

Certified: Williams Ir Secretary 10

Edgar Rakestraw, Jr., Secretary

Enactment Number: Enactment Date:

File ID Number: 12-29/ Introduction Date: 1-9-13

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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 a Professional Service Contract between OUSD and California Emerging Technology Fund, School2Home, San Francisco, CA for the later to provide 211 hours of services under the terms of this contract; (1) the 24 hours of School2Home professional development and coaching, 15 hours per teacher; (2) the coordination and delivery of 6 hour parent training program to parents at Frick, which will involve recruiting, training and compensating up to 15 middle school teachers on the parent training curriculum; and (3) provide coaching and support for up to 15 teachers in 1:1 pedagogy by direct and electronic contact for the period of October 15, 2012 through June 30, 2013 in the amount NOT TO EXCEED \$25,369.10.

	SCOPE OF WORK
Ca	alifornia Emerging Technology Fund will provide a maximum of 211.00 hours of services at a rate of \$120.00 per hour for a
tota	al not to exceed \$25,369.10 Services are anticipated to begin on 11/15/2012 and end on 06/30/2013
1.	Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what <i>this</i> Contractor will do.
	The California Emerging Technologies Fund, School2Home group in partnership with OUSD will provide parent engagement training in using one to one network devices to support and enhance learning and teaching. This will allow the learning process started between the bells of the school day to be extended to 24/7 with access to resources and learning assets available on the Internet. School2Home will provide 211 hours of training, coaching and professional development to parents and teachers. Parents of incoming 6th graders and new 7th graders will receive 6 hours each of training to support their children's schoolwork and to communicate electronically with teachers and the staff at their site building school/home community. Up to 15 teachers will receive 6.5 hours of Train the Trainers professional development to help parents use the laptops to communicate with teachers, track attendance and grades and to assist with schoolwork. Teachers will receive 10 hours of individual coaching in preparing lessons that effectively integrate the use of one to one devices.
2.	Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will) and measurable outcomes (Participants will be able to). NOT THE GOALS OF THE SITE OR DEPARTMENT.
	Parent training in the use of 1:1 devices to support student achievement. Teacher coaching with site and web based resources in the use of 1:1 netbooks and other electronic resources. Measurable outcome: student achievement will increase by 5% as measured by district benchmark exams and STAR testing program. Parent/Teacher communication will increase by 25%.
3.	Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)
	Ensure a high quality instructional core Prepare students for success in college and careers
	Develop social, emotional and physical health Safe, healthy and supportive schools
	Create equitable opportunities for learning Accountable for quality
	✓ High quality and effective instruction

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Professional Services Contract

4. 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", 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.

Sign-in sheet for meeting in which the SPSA modification was approved.

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Statement of Qualifications for Oakland Unified School District

The California Emerging Technology Fund (CETF) is a non-profit foundation that provides leadership statewide to close the "Digital Divide" by accelerating the deployment and adoption of broadband to unserved and underserved communities and populations. CETF developed, tested, refined and has been implementing School2Home through a dedicated staff team that is an integral part of the CETF organization. A Board of Directors, with members from the private and public sector, provides the governance structure and accountability. School2Home staff implement the turn-around model in collaboration with its official partners: (1) Families in Schools; (2) GenYES; (3) Mouse Squad; and (4) the California State University. CETF/School2Home and each of its partner organizations have a strong track record of improving the attainment and achievement of high-need students with each bringing key organizational capacities to the program. An advisory Leadership Council of thought leaders from across California enhances the knowledge base supporting School2Home.

CETF and School2Home

CETF has demonstrated statewide leadership in planning, overseeing and implementing successful, multimillion dollar programs that leverage technology to address urgent social issues as it attacks the Digital Divide in California including education, health and workforce preparation. CETF has a proven capacity and track record for management of substantial funds, major initiatives, and government contracts. CETF has \$60 million in seed capital; \$21 million in grant commitments to 55 grantees with more than \$13 million in payments that have leveraged more than \$62 million in match funds. CETF has a disciplined focused on outcomes and adopted metrics to evaluate progress. Most CETF initiatives are multi-regional, innovative partnerships that bring together public, corporate, community-based and philanthropic partners. With its statewide leadership, financial resources, grant-making capabilities and commitment to School2Home, CETF is an ideal organization to manage the complex goals, strategies and tactics associated with fully developing the School2Home turn-around model in persistently low-performing schools in five districts across California— something that is hard for any single District or nonprofit organization to accomplish. Through its development and management of School2Home, CETF has substantially augmented its already strong record of attainment of improving student outcomes.

CETF has invested more than \$2.5 million in School2Home to convene and reach consensus among stakeholders, design the overall program, develop specific components, refine and extend the program throughout the state. In the pilot phase, CETF/School2Home served 3,000 high need students, 2,800 parents, and more than 100 teachers, staff and administrators. CETF and School2Home are now helping 8 persistently low-performing schools implement School2Home, representing 5,700 students and their teachers and parents to implement the School2Home transformational model. As well, CETF/School2Home and its partners have begun assessment and preparation activities with the 16 persistently low-performing schools including the 7 that are part of this i3 grant application, reaching 14,200 students and parents and 600 teachers. Leaders from each of the 7 schools in the application have already committed resources to their program, a strong testimony to their confidence in the ability of CETF/School2Home to help them turnaround their schools.

CETF and the School2Home program have demonstrated their ability to test, refine and develop programs to improve student attainment and achievement: record-breaking parent involvement levels at both beta schools, higher skill levels of teachers on how to integrate technology into lesson planning, extended learning time in school and at home, greater home/school communications, and higher student attendance rates. In two years of implementation at Central Middle School in Riverside Unified School District, the school achieved a 45% increase in parent contacts, an increase that resulted from the large number of Latino families who before did not have computers or Internet and limited English capabilities. Following a cohort of students, 80% of whom were socioeconomically disadvantaged showed slight gains from 50% to 60% testing at proficient or advanced in Language Arts, reversing the previous downward trend. While 2012 CST test scores are not yet available, District and school leaders are projecting that

Central will at least reach safe harbor and may exit Program Improvement. Principal Pablo Sanchez claims, "I could not have made these gains without my parents, and I could not have worked with these parents had we not had School2Home and its technology-enabled programs for parents and teachers." By completing the School2Home training, parents learned to access district student information portals where they could view the grades, daily homework assignments, and dates for important upcoming events at the school. Teachers were trained on how to leverage these and other web-based applications to engage parents more effectively and strategically. During the training parents also learned how to ask the right questions of teachers and staff, gaining information to help them support their child's academic success. Parents from Central are now demanding the same level of technology access for their students at RUSD high schools. The Federal Communications Commission (FCC) selected RUSD to participate in a pilot program to see how e-rate rules might be altered to pay for broadband access at home. The FCC noted the lessons learned and student gains that RUSD established through its collaboration with School2Home. RUSD will be implementing School2Home as part of the FCC pilot, reaching 3 additional middle schools (4 in all) and extending School2Home's reach in this District to approximately 4,000 students and their teachers and 160 teachers.

Stevenson Middle School at LAUSD has consistently been identified as one of the lowest performing schools in the district and state. This was partially attributed to its distinction as one of the largest middle schools in the state with over 2,000 students. The adults on the campus had a hard time creating a sense of order during the school day; students were often found skipping schools or roaming the campus rather than in the classrooms learning; and parents were not involved. After 2 years of School2Home implementation, Stevenson has seen a dramatic increase in parent involvement, with 96% of the nearly 1,400 6th and 7th grade parents attending the training. Improved communication between teachers and parents also occurred, attributed to School2Home email accounts and training. In recognition of the progress at Stevenson, Los Angeles Mayor Antonio Villaraigosa presented the school with a recognition award for its outstanding parent engagement gains and program. Across the board, teachers noted a more engaged student body and improvements in student attitudes. Periodic assessments on academic achievement at Stevenson are mixed. The assessments indicate that 6th and 7th graders served by the program thus far have seen an improvement of 11.3% and 6.1% respectively in the English language Arts periodic assessments administered during the year. The 8th graders served by the program for 2 years, started to show gains in 2011, an encouraging sign after years of relatively flat scores. As noted for Riverside, the CST data for 2012 has not yet been released. But as the Principal Gonzalez and his team note." the culture change will take time and the changes in parent involvement, attendance and student engagement are all powerful indicators that we are on an upward trend."

Prior to developing School2Home, CETF collaborated with numerous groups to achieve measurable improvements in student achievement, attainment and retention in low-income communities. These programs have served more than 22,000 students in the last three years and have much success to report: higher attendance, better attention in class, extended the learning day, increased parent involvement, higher graduation rates and higher college attendance. Some specific examples of CETF's work include:

Take IT Home, delivered by Computers for Youth over three years, focuses on improving the home learning environment for 2,000 low income middle school students and their families by providing computers, educational software and workshops that support academic development in core subject areas. An evaluation of 122 students by ETS found the *Take IT Home* program, in 2006 year, produced the following findings: a 14% increase in match scores, a direct connection between home computing, student engagement and performance, and increased parent confidence in helping their child learn.

CETF has also helped strengthen the *Neighborhood Technology Learning Continuum* offered by the Youth Institute (YI) at the YMCA of Greater Long Beach over three years teaches high end digital media skills to 3,000 elementary, 1,650 middle school and 450 high school students. A California State University Long Beach evaluation found that, compared with other youth in the district not attending with similar demographic backgrounds the evaluation, more YPI participations graduated form high school ((92%) compared to their counterparts (81%).



Closing the Achievement Gap and the Digital Divide in California

School2Home is an innovative statewide program designed to help close both the Achievement Gap and the Digital Divide by integrating the use of technology into teaching and learning at low-performing middle schools throughout California. By focusing on these schools, School2Home reaches students who are statistically less likely to perform well in school and more likely to lack access to digital tools than their peers in high-performing schools. School2Home is co-sponsored by the California Emerging Technology Fund and The Children's Partnership. The program was developed with the guidance of a Leadership Group comprised of employer, education, and community leaders, along with an extensive array of experts and practioners who served on Design Teams.

School2Home has two major goals:

- To increase student achievement at low-performing middle schools in California to help close the Achievement Gap.
- To increase the adoption of computing skills and broadband service by the families of underserved middle school students to help close the Digital Divide.

School2Home supports school districts, community leaders, administrators, principals, teachers, and parents who are committed to improving the educational performance for all students and ensuring they have the essential skills to succeed in a digital economy. It is based on extensive analysis of successful technology programs, research on effective parent engagement, and best practices that support school reform.

A Comprehensive and Tightly Integrated Program Design

School2Home infuses computing and broadband technology into all aspects of teaching and learning. It engages every student, administrator, teacher, and family in the school community. The program design recognizes that technology best supports success when deployed as part of a comprehensive plan for education improvement, rather than in a separate or fragmented project. The following ten School2Home components have been developed and woven together into a cohesive program to achieve sustainable gains in academic achievement.

- Planning, Assessment, and School Leadership: School2Home engages school leaders in an inclusive assessment and planning process to align all stakeholders around a common vision and to develop a School2Home implementation plan.
- Technology Bundles: All students are provided with a computing device to use in the classroom and at home with their families.
- Teacher Professional Development: All teachers receive 24 hours of professional development focused on integrating technology and project-based learning into their classroom instruction and out-of school projects, and using technology to engage parents.
- Teacher Coaching and Mentoring: Instructional coaches and technology leaders are developed at each school and they are provided with resources and support to provide sustainable, real-time, embedded professional development to their peers.
- Parent Education and Engagement: Parents of participating students are provided with 6
 hours of training that covers basic digital literacy and online safety as well as information about
 how schools work and ways to support their child's education. School2Home also helps
 schools weave parents into the fabric of the school culture.

- Student Tech Expert Development: The student tech expert component enables students to help provide basic school site technical support to families, teachers, and fellow students.
- School2Home Learning Academies: School2Home principals and teachers participate in statewide and regional learning academies and online learning communities to share best practices and learn from one another.
- Home Internet Access: In collaboration with participating Internet service providers in each region, School2Home helps families acquire broadband service so that students and other family members can use the School2Home computing device at home.
- School2Home Web Portal: The School2Home website links families to schools and provides educational collaboration and communication resources to students, teachers and parents.
- **Evaluation:** A comprehensive evaluation program helps School2Home continue to refine the program model and track key outcomes to measure the success of the program.

Taken together, these components help ensure that students acquire core skills in foundational subjects such as reading, writing, math, and science. In addition, students have the opportunity to develop the deeper learning skills they need to succeed in high school and be ready for college and careers. Through individualized learning opportunities as well as collaborative project-based learning, students acquire deep knowledge within specific subjects coupled with the ability to make connections across domains.

School2Home Implementation, Funding, and Sustainability

School2Home has been designed to meet the needs of participating schools and families at every step. The program is implemented one grade level at a time beginning with the lowest grade at the middle school. This approach phases in the implementation to build long-term sustainability as teachers and parents who have been through the program become leaders and mentors for others. School2Home also helps schools repurpose their budgets and secure community partners to help fund School2Home and anchor it for the longer term.

The California Emerging Technology Fund (CETF) has invested more than \$1.5 million in School2Home to convene and reach consensus among stakeholders, design the overall program, develop specific components, and implement it in 2 beta schools: Stevenson Middle School in the Los Angeles Unified School District (LAUSD), also part of the Mayor's Partnership for Los Angeles Schools (PLAS); and Central Middle School in the Riverside Unified School District (RUSD). LAUSD, PLAS, and RUSD are contributing funds and resources to these schools. Also, to date, AT&T, Comcast Cable, Verizon, IBM, and Google, Inc. have donated significant funding to support the development of School2Home. CETF oversees the management of School2Home.

School2Home seeks \$25 million over the next 3 years to work with 20 middle schools in pacesetting school districts to fully validate the program in all grade levels and complete the needed tools, templates and quick start guides that will enable School2Home to be scaled to reach all 500+ low-performing middle schools in California. Participating schools will share an increasing proportion of the costs over the course of the 3-year school-site full implementation (6th, 7th, 8th grades).

The goals of School2Home are ambitious and achieving them will be a considerable challenge. Yet, now more than ever before, California needs an innovative cost-effective strategy to improve outcomes and graduation rates for its most disadvantaged students. School2Home is an innovative, powerful and cost-effective strategy that closes both the Achievement Gap and the Digital Divide.





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CERTIFICATE OF LIABILITY INSURANCE

DATE (MWDD/YYYY) 10/3/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

PRODUCER Herbert L. Jamison & Co., LLC 100 Executive Drive West Orange, NJ 07052-3362		(973) 731-0806 CONTACT	
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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, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS ADDL SUBR TYPE OF INSURANCE POLICY NUMBER LIMITS INSR WVD **GENERAL LIABILITY** 1,000,000 EACH OCCURRENCE \$ DAMAGE TO RENTED 13UUNPM6686 6/30/2012 6/30/2013 300,000 Α X COMMERCIAL GENERAL LIABILITY X PREMISES (Ea occurrence) \$ CLAIMS-MADE X OCCUR 10,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG GEN'L AGGREGATE LIMIT APPLIES PER \$ X POLICY LOC

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ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERMEMBER EXCLUDED? (Mandatory in NH) 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Oakland Unified School District is also named as Additional Insured, ATIMA.

13WEBF5692

CERTIFICATE HOLDER	CANCELLATION	_

Oakland Unified School District 125 2nd Ave Oakland, CA 94606-2212

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

E.L. EACH ACCIDENT

AUTHORIZED REPRESENTATIVE

6/30/2012

6/30/2013



AND EMPLOYERS' LIABILITY

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Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
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- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : California Emerging
Technology Fund
Classification : Firm
State : CALIFORNIA
As of 03-Oct-2012 7:08 PM EDT
Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

> For Help: Federal Service Desk



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