

**Board Office Use: Legislative File Info.**

File ID Number	14-2114
Introduction Date	11/5/14
Enactment Number	14-1842
Enactment Date	11/5/14 <i>EA</i>



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education  
**From** Antwan Wilson, Superintendent

**Board Meeting Date**  
*(To be completed by Procurement)* 11/5/14

**Subject** Professional Services Contract - Crescendo Education Group  
- State & Federal Programs 950 for St. Paul's Episcopal School 738 (site/department)

**Action Requested** Ratification of professional services contract between Oakland Unified School District and Crescendo Education Group. Services to be primarily provided to State & Federal Programs 950 for St. Paul's Episcopal School 738 for the period of 09/19/2014 through 06/30/2015.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*  
OUSD is required by federal law to allow private non-profit schools to participate in the OUSD Title II Part A Program. Schools that choose to participate are provided with "fair and equitable" Title II Part A services after they have complied with program requirements. After consultation with the private school to reach agreement on the type of professional development services to be provided, the OUSD Private Schools Program administers the agreed upon professional development services.

**Discussion**  
*One paragraph summary of the scope of work.*  
The consultant will provide professional development services for school site instructional and administrative staff. The consultant will provide ongoing professional development services that will enable teachers to provide a more effective instructional program and improve student academic achievement in curriculum areas of Reading Language Arts, Reading, and/or Mathematics.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Crescendo Education Group. Services to be primarily provided to State & Federal Programs 950 for St. Paul's Episcopal School 738 for the period of 09/19/2014 through 06/30/2015.

**Fiscal Impact** Funding resource name (please spell out) Title IIA  
not to exceed 16,000.00

**Attachments**

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

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**OAKLAND UNIFIED SCHOOL DISTRICT**  
Community Schools, Thriving Students

## PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Crescendo Education Group

(CONTRACTOR) and Oakland Unified School District (OUSD). 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:

1. **Services:** 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 09/19/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$ 84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$ 84,100, whichever is later. The work shall be completed no later than 06/30/2015.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Sixteen Thousand Dollars (16,000.00) [per fiscal year], at an hourly billing rate not to exceed \$ 200.00 per hour. 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 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.

4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* \_\_\_\_\_ which shall not exceed a total cost of \_\_\_\_\_.

5. **CONTRACTOR Qualifications / Performance of Services:**

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

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

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

**OUSD Representative:**

Name: Maria Beltran  
Site /Dept.: State & Federal Programs 950 for St. Paul's Episcopal Sch  
Address: 1000 Broadway Suite 450  
Oakland, Ca 94607  
Phone: 510-879-1027  
Email: danielle.patterson@ousd.k12.ca.us

**CONTRACTOR:**

Name: Joseph C. Feldman  
Title: Consultant  
Address: 630 Kenwyn Road  
Oakland CA 94610  
Phone: 650-793-9393  
Email: joe@crescendoedgroup.org

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

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

9. **Insurance:**

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

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

Check one of the boxes below:

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

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

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

iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

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

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
  14. **Indemnification:** 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.
  15. **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.
  16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
  17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
  18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
    1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
    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.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
  20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
    1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
    2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
  21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
  22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.

26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

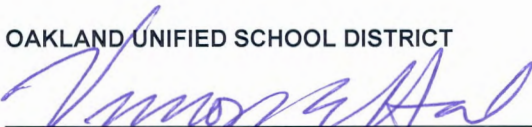
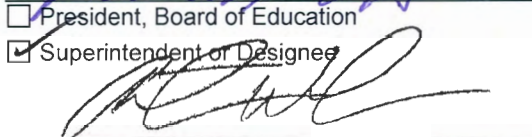
27. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

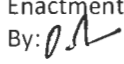
30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

31. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT  
  
 President, Board of Education  
 Superintendent or Designee  
  
Secretary, Board of Education

CONTRACTOR  
  
Contractor Signature  
Joseph C. Feldman                      Consultant  
Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 14-2114  
Introduction Date: 11/5/14  
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By: 

## EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Please see attached scope of work.

**2. Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Title II, Part A, Teacher and Principal Training and Recruiting is a federal categorical program. The purpose of Title II, Part A is to increase the academic achievement of all students by helping schools and districts improve teacher and principal quality through professional development and other supporting activities. As a result of receiving Title II Part A Program services, the principal and/or teachers on staff at this specific non-profit private school located in Oakland will improve their understanding and application of specific skills that support the implementation of effective instructional strategies and techniques and/or school administration and leadership. The activities and support provided to the teachers and/or principal will result in an improvement of the instructional program at the school. This improvement in the instructional program will enable students to be more fully engaged and successful in school. Students will have improved school attendance which supports gains in performance in core academic areas and successful ongoing completion of successive grade levels which results in graduation from high school.

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

- |  |  |
|--|--|
| <input type="checkbox"/> Ensure a high quality instructional core      | <input type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input type="checkbox"/> Safe, healthy and supportive schools                |
| <input type="checkbox"/> Create equitable opportunities for learning   | <input type="checkbox"/> Accountable for quality                             |
| <input type="checkbox"/> High quality and effective instruction        | <input type="checkbox"/> Full service community district                     |

**4. Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

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

# Scope of Work 2014-2015

**Contractor Name:** Crescendo Education Group

**School Name:** St. Paul's Episcopal School

Consultant will provide a maximum of 80 hours of service at the rate of \$200.00 per hour for a total not to exceed \$16,000.00

## **Nature of Work:**

The Crescendo Education Group will provide professional development services for the school site instructional and administrative staff. The consultant will provide ongoing professional development services that will enable teachers to provide a more effective instructional program and improve the student academic achievement in curriculum areas of Reading, Language Arts, Mathematics and /or Science and Social Studies.

## **Provide professional development program with focus on:**

- Assist all teachers with classroom management methods.
- Strategies for new teachers in the areas of communicating and conferencing with parents.
- Instructional strategies and techniques the areas of organization of time and materials.
- Strategies in the areas of lesson plans and curriculum mapping
- Using assessment data to improve instruction.

## **Deliverables:**

- Provide information and guidance for implementing curriculum mapping
- Provide information and guidance for implementing effective classroom management practices.
- Provide information and guidance for improvement of instructional practices Provide information and guidance for improving communication skills
- Meet with the Principal to discuss professional development programs.
- Provide individual teachers with ongoing training and support (as needed)

## **Goals:**

Teachers gain a better understanding of effective instructional program

- Classroom management
- Curriculum mapping
- Use of data to design instruction
- Use of effective strategies and techniques



- To create and promote equitable, caring, and coherent educational policies and practices throughout the school.

To accomplish this, Joe Feldman from Crescendo Education Group will meet with Christine and Khadija (individually) every other week (approximately 20 sessions) for 2 hours, focused on four primary areas:

1. Thought-partnering: Use of facilitative coaching strategies to build capacity to address priorities and dilemmas
2. Coaching around specific goals: Guided by St. Paul's schoolwide goals as well as each Director's professional goals, co-strategize on short-term or long-term school initiatives or priorities
3. Classroom walkthroughs: Alongside each Director, conduct classroom walkthroughs (approximately 5-10 min in each classroom) to sharpen her identification and assessment of high-quality classroom instruction. Following the walkthrough, co-create a plan to use the information from the walkthrough to support schoolwide or classroom instructional improvement
4. Feedback on observed performance: As appropriate and when requested, attend meetings a Director facilitates, debrief about how to refine and adjust actions in future meetings generally, and to follow-up on the observed meeting specifically.

**Evaluation:** *How will we know if our actions are effective? What is the supporting evidence?*

**Responsive Classroom/Developmental Designs/Schools Attuned:** St. Paul's teachers will keep a running log of conflict resolution and anecdotal evidence of community building and growth. St. Paul's Directors of Lower and Middle Schools will keep anecdotal evidence through their weekly meetings with teachers, division meetings and on-going observation of student interaction through out the school day.

**Brain and Learning Conferences:** Teachers will select methodology from the information presented; keep a record of the results of the implementation and note changes in teaching strategies and their effectiveness.

**Schools Attuned:** Educational Care Coordinator documentation of student accommodations and instructional strategies, as well as written documentation of individual student progress.

**No Bully:** Division Directors will track student discipline and an annual school climate to determine how the school culture promotes positive, proactive resolution of student conflicts and prevents bullying.

**Reading Recovery:** Using anecdotal evidence as well as various types of assessments we will be able to measure the effectiveness of this program.

**CUE Conference:** Teachers will select methodology from the information presented; keep a record of the results of the implementation and note changes in teaching strategies and their effectiveness.

**Instructional Leadership for the Lower School and Middle School Directors:** In January 2015 a progress report will be presented to the Head of School or designee summarizing our work, progress, identified challenges, and next steps, with opportunity for calibration or adjustment. A summative report will be presented in June 2015.

**Planning for next year:** *What have we learned this year so we can provide a better program next year? (to be completed at the end of the school year)*

## JOSEPH C. FELDMAN

630 Kenwyn Road, Oakland, CA 94610 (650) 793-9393 joe@crescendoedgroup.org

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### EDUCATION

**New York University School of Law**, New York, NY

J.D., May 1999; Passed New York State Bar Summer 1999.

Honors: Graduated Cum Laude

Root-Tilden-Snow Public Interest Scholarship

NYU Presidential Award for Community Service

**New York University School of Education**, New York, NY

Education Administration Certification, May 1999

**Harvard Graduate School of Education**, Cambridge, MA

Ed.M. in Teaching and Curriculum, June 1993

**Stanford University**, Stanford, CA

Honors: B.A. in Humanities with-Honors, June 1991

### FULL-TIME EXPERIENCE

**Crescendo Education Group**, Oakland, CA ([crescendoedgroup.org](http://crescendoedgroup.org))

September 2013—Present

*CEO*

- Coach school and district leaders, directly or through sub-contracts with non-profits, to strengthen their instructional leadership capacity, particularly to increase opportunities and achievement for historically-under-served populations.
- Facilitate professional development for teachers to improve grading and assessment practices to be more accurate, fair, and to amplify and accelerate the transition to CCSS instruction.

#### SOME OF OUR CLIENTS:

- **Aspire Centennial College Preparatory Academy Charter School (Los Angeles, CA):** Facilitate year-long professional development and individualized coaching of teachers to improve their grading and assessment practices
- **IDEA Charter School (Washington, DC):** Coach school principal every other week via Skype to strengthen her instructional leadership. Coach school administrative team to lead improvements in teachers' grading practices.
- **Thomas Edison Charter Academy (San Francisco, CA):** Facilitate year-long professional development series for teachers to improve their grading and assessment practices
- **St. Paul's Episcopal School (Oakland):** Provide instructional leadership coaching to Lower School and Middle School Directors.
- **Center for Education Leadership (University of Washington):** Lead multi-session professional learning and classroom walkthroughs for superintendents, district administrators, and principals in Wyoming and Louisiana.
- **Stanford Center for Opportunity Policy in Education [SCOPE] (Stanford University):** Wrote case study for Nellie Mae Foundation profiling strong student-centered practices at Oakland high school.
- **National Equity Project (Oakland/Portland):** Coached principals and district central office staff to build their capacity to identify opportunities and actions to increase equity in their schools.

**Peer Health Exchange**, San Francisco, CA

November 2011—July 2013

*Vice President of Programs*

- Oversaw development, management, innovation, growth, and evaluation of PHE's educational program, in which college volunteers are recruited and trained to teach health education to public high school students in schools that lack health education. Led organization's approach to teaching and learning, ensuring that volunteer training and staff development are utilizing best instructional and equitable practices.
- Managed national program budget and supported staff to ensure program coherence and effective implementation throughout six cities, over 25 colleges, 1700 volunteers, and ultimately over 17,000 teens.

- As part of organization's four-year, \$10.5 million Strategic Plan, oversaw national portfolio of programmatic innovations designed to deepen our impact on teens, develop a more robust evaluation system, and explore additional methods of impact. Supervised improvement cycle of: 1) research and development of investments; 2) roll-out of pilots within and across cities/colleges; 3) formative and summative evaluation; and 4) refinement of program based on results.
- Presented quarterly program updates to National Board; work directly with Program Committee to make policy recommendations to full Board.

**University of California—Santa Cruz**

Sept. 2011—Dec. 2011

*Lecturer*

- Taught masters-level seminar course “English Teaching—Theory and Practice” within secondary teacher education program.
- Refined and adapted course materials and provided individualized support for teacher candidates.

**New Haven Unified School District, Union City, CA**

July 2008—October 2011

*Director of K-12 Instructional Programs*

- Drove the creation and strengthening of several district-wide policies and practices to increase student achievement (and that included dismantling inequitable policies and practices):
  - Mined and synthesized district and school-level data to facilitate district-wide development of more equitable and effective policies and practices. Included tracking progress of high school graduates in post-secondary institutions.
  - Worked with site administrators, counselors, and teacher-leaders to expand student access to college-preparatory and advanced academic courses at middle and high schools, with appropriate supports. As a result, doubled number of African-American and Latino students taking, and successfully passing, advanced/honors courses grades 6-12.
  - Led district-wide initiative involving teachers, administrators, and families to develop more equitable, fair, and accurate grading policies.
- Coached and supervised middle and high school principals. Provide targeted professional development for high school administrative teams.
- Managed secondary literacy initiative for district high schools, and facilitated articulation with middle school writing program. Worked with consultants and school administrations to integrate literacy strategies into teacher practice across all core disciplines.
- Launched and led district initiative for teacher-driven creation of small school-within-a-school.

**High Tech High Bayshore, Redwood City, CA**

March 2005—June 2007

*Executive Director / Principal*

- Led school community through transition from underperforming school model to more effective pedagogical and structural design. Increased student achievement, parent involvement, teacher quality, and community investment. Improved school's API ranking from 3:1 to 5:4 [first digit is decile statewide; second digit is decile compared to schools with similar demographics].
- Oversaw for all aspects of academic program and management of \$1.4m budget:
  - Managed development of schoolwide curriculum, technology integration, and common expectations for student performance, advisories, college placement, 11<sup>th</sup> grade internship, and extended learning.
  - Collected and disaggregated student data to improve school practice and develop strategic plans.
  - Recruited, hired, supervised, and evaluated all faculty and support staff.

**Office of New Schools, NYC Department (Board) of Education, New York, NY**

Feb. 2004—March 2005

*Director of Charter Schools Development and Support*

- Designed and managed the application process, support, oversight, and renewal for Chancellor-authorized charter schools.
- Assisted school leaders and charter management organizations with improving school performance through leadership coaching and technical assistance.
- Acted as Chancellor's liaison with New York State officials regarding compliance and accountability.
- Coordinated with other divisions of NYCDOE, including the Office of Teaching and Learning, Division of Assessment of Accountability, and Office of Special Education.

**Thurgood Marshall Academy Public Charter High School**, Washington, DC September 2000—June 2003  
*Founding Principal*

- Responsible for design and implementation of school's educational program, serving predominantly African-American and low-income students in a college-preparatory program that included cross-disciplinary curriculum, law themes, and portfolio assessments.
- Recruited, hired, supervised, and evaluated faculty / support staff, and facilitated professional development.
- Facilitated family and volunteer involvement. Formed partnerships with CBO's—churches, social service agencies, educational non-profits, and universities/law schools—to implement after-school student supports and summer internships.
- Assisted fundraising division with annual campaign.

**Washington Irving High School**, New York, NY August 1999—June 2000  
*Assistant Principal—Teaching House; English Department Chair*

- Supervised one of the school's "houses," a school-within-a-school of 450 students
- Responsible for educational programs, teacher supervision, discipline, parent outreach, and student services

**Office of the Secretary, U.S. Department of Education**, Washington, D.C. Summer 1998  
*Legal/Policy Fellow for Secretary's Chief of Staff*

- Prepared legal, educational, and political analyses for Secretary Riley's Chief of Staff. Topics included bilingual education, literacy, single-sex schools, and education fiscal equity.
- Co-wrote Department publication on social promotion and retention.
- Participated in conferences with Secretary Riley and senior staff.

**Henry Grady High School**, Atlanta, GA August 1993—June 1996  
*Teacher*

- Taught ninth and twelfth grade English and AP English, eleventh and twelfth grade American history, and self-designed civil rights course.
- Organized tutoring program in which students tutored elementary students in subsidized housing neighborhoods.
- Worked with residents of Techwood public housing community to increase parent involvement.
- Coached Mock Trial team and Tennis team; directed one-act plays.

Honors: Chosen by Atlanta Public School District as a STAR Teacher of 1996.  
Selected by student body as "Most Enthusiastic Teacher," "Most Creative Teacher," and "Teacher Most Likely to Give Homework on the Weekends."

#### **ADDITIONAL EDUCATION CONSULTING EXPERIENCE (2003-2013)**

- **New Leaders for New Schools (New York/Memphis):** *Case Director:* Diagnosed and identified leadership behaviors and effective school practices that have led to student achievement in Memphis City School District (K-12). Worked with NLNS personnel to organize and populate website for principal training.
- **United Federation of Teachers (New York/Los Angeles):** Co-authored New York application for charter school co-led by United Federation of Teachers and Green Dot Public Schools. Application was approved.
- **College Track (Oakland):** Researched and presented findings on practicability of after-school program's large-scale replication.
- **Cambridge Education (Los Angeles):** Visited, advised, and made recommendations to school leadership to improve their work and prepare for future accreditation visits.

#### **Legal Experience and Fellowships**

**Campaign for Fiscal Equity**, New York, NY Sept. 1996—May 1997

- Researched and wrote legal memoranda for case against New York State's education allocation formulae.

**NAACP Legal Defense and Educational Fund**, Washington, D.C. January 1992—May 1992  
*Legal Fellow*

- Assisted attorneys with legal briefs and research in desegregation and voting rights cases, and submitted reports on national education issues (standardized testing, minority scholarships, and Title I application).

## **PUBLICATIONS**

Feldman, J., & Richardson, N. (2014). *Student-centered learning: Life Academy of Health and Bioscience*. Stanford, CA: Stanford Center for Opportunity Policy in Education.

Feldman, Joey. *Teaching without Bells: What We Can Learn From Powerful Practice in Small Schools*. Boulder: Paradigm Publishers, 2010. [Book]

Feldman, Joseph C. "Standing and Delivering on Title VII's Promises: White Employees' Ability to Sue Employers for Discrimination Against Nonwhites." *Journal for Law and Social Change*. New York University Law School (Spring, 2000). [Article]

Feldman, Joseph, Edward Kirby, and Susan Eaton. "Still Separate, Still Unequal: The Limits of Milliken II's Monetary Compensation to Segregated Schools," In *Dismantling Desegregation: The Quiet Reversal of Brown v. Board of Education*, edited by Gary Orfield and Susan Eaton, 143-178. New York, New York: New Press. 1996. [Chapter]

## **PRESENTATIONS**

San Francisco Statue University--District Leadership Graduate Course (July 2014): "School Improvement for the Practitioner-Researcher"

San Mateo County Office of Education (May 2014): "Improving Grading Practices to Accelerate Transition to the Common Core and Transform Teaching"

American Institutes for Research Working Group (May 2013): "Determining Effect of Peer Health Exchange Model on Teen Health Behavior Outcomes"

California Charter Schools Conference (March 2011): "We All Sit at One Table: How Small School Size Can Build Teacher Capacity" (with Brian Greenberg, Envision Schools)

Teachers College, Columbia University (February 2011): "Increasing Teacher Efficacy through Form and Function: How Small Schools & Teacher Leadership Can Strengthen Learning" (with Lynda Tredway, UC Berkeley Principal Leadership Institute)

Fremont Public Schools (January 2011): "Increasing Access to Advanced/Honors Courses"

Coalition of Essential Schools (November 2010): "Teaching as a Philosophical and Political Act"

New York Practising Law Institute's School Law Institute (March 2005): "Charter Schools and the Law"

National Assoc. of Charter School Authorizers (Oct. 2004): "Stimulating the Supply of High Quality Charter Schools"

Reading Reform Conference (Oct. 2003): "Engaging Low-Level Readers with Shakespeare"

## **BOARD MEMBERSHIP:**

- Alternatives in Action (Oakland, CA)

## **CERTIFICATION:**

- Administrative Services [school/district administration] (CA), Secondary English Teacher (CA)
- School Administration—Permanent (NY), Secondary English Teacher—Permanent (NY)

**MEMBERSHIP:** New York State Bar; Association of Supervision and Curriculum Development.

**INTERESTS:** Cycling, reading, writing, and spending time with wife (Nikole), daughter (Olivia), and son (Ellis)

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Crescendo\* Education\* Group\***  
**Record Status: Active**

**No Search Results**

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : joseph\* feldman\***  
**Record Status: Active**

**No Search Results**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/15/2014

**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 certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (888) 202-3007      FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com														
<b>INSURED</b> CRESCENDO EDUCATION GROUP 630 KENWYN RD OAKLAND CA 94610	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Hiscox Insurance Company Inc</td> <td style="text-align: center;">10200</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hiscox Insurance Company Inc	10200	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> OAKLAND UNIFIED SCHOOL DISTRICT 900 HIGH STREET OAKLAND, CA 94601	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/10/2014

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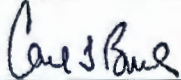
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<b>INSURED</b> Joseph Feldman dba Crescendo Education Group 630 KENWYN RD OAKLAND CA 94610																					

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# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015



## Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

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

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist	<input type="checkbox"/> For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check <input type="checkbox"/> For All Consultants: Results page of the Excluded Party List ( <a href="https://www.sam.gov/">https://www.sam.gov/</a> ) <input type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
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**OUSD Staff Contact** Emails about this contract should be sent to: (required) danielle.patterson@ousd.k12.ca.us

## Contractor Information

Contractor Name	Crescendo Education Group	Agency's Contact	Joseph C. Feldman				
OUSD Vendor ID #	I006456	Title	Consultant				
Street Address	630 Kenwyn Road	City	Oakland	State	CA	Zip	94610
Telephone	650-793-9393	Email (required)	joe@crescendoedgroup.org				
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				

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

Anticipated start date	09/19/2014	Date work will end	06/30/2015	Other Expenses	
Pay Rate Per Hour (required)	\$ 200.00	Number of Hours (required)	80		

## 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
3010	Title IIA	7384851204	5825	\$ 16,000.00
			5825	
			5825	
<b>Requisition No. (required)</b>	R0151533		<b>Total Contract Amount</b>	\$ 16,000.00

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

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

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

1.	<b>Administrator / Manager (Originator)</b>	Name	Maria Beltran		Phone	510-879-1027
	Site/Department (Name & #)	State & Federal Programs 950 for St. Paul's Episcopal School 738			Fax	
	Signature	<i>Maria Beltran</i>		Date Approved	9/24/2014	
2.	<b>Resource Manager</b> , if using funds managed by:	<input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships <input type="checkbox"/> Risk				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)					
	Signature	<i>Susan Garcia</i>		Date Approved	9/24/14	
	Signature (if using multiple restricted resources)			Date Approved		
3.	<b>Network Superintendent/Deputy Network Superintendent</b>					
	Signature			Date Approved		
4.	<b>Chiefs / Deputy Chiefs</b>	Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$84,100				
	<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					
	Signature	<i>[Signature]</i>		Date Approved	9/24/14	
5.	<b>Superintendent, Board of Education</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	P1500424	