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OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** 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** 6-26-13

**Subject** Excelerator District Wide Implementation for Oakland Accelerates Secondary Schools  
College Board Contract Renewal#: 2014S-K12-23365

**Action Requested** Approval of the Excelerator District Wide Implementation for Oakland Accelerates Secondary Schools - College Board Contract Renewal#: 2014S-K12-23365. Services to be provided to Leadership Curriculum and Instruction for the period of July 1, 2013 through June 30, 2014.

**Background** The College Board is a nationally renowned organization that holds a standard of instructional rigor through its Advanced Placement program. A partnership between the OUSD and College Board was established more than one year ago to improve instructional rigor and to advance college and career readiness programs and practices in our secondary schools. This partnership resulted in the award of an Investing in Innovation grant from the U.S. Department of Education in 2011. This agreement describes the paid services of College Board during 2013-2014.

**Discussion**  
*One paragraph summary of the scope of work.* Approval by the Board of Education of the Excelerator District Wide Implementation for Oakland Accelerates Secondary Schools - College Board Contract Renewal#: 2014S-K12-23365. Under this Agreement, the College Board will provide professional development for programs to support the implementation of the Pre-Advanced Placement Springboard curriculum in a cohort of middle schools and high schools. The College Board will also support coherent curriculum planning by high school teachers that provides students with essential experiences for college readiness. Additionally, this Agreement will fund an i3 Project Implementation Manager and Advanced Placement Coach, as well as PSAT products and services to ensure participation of all OUSD 10<sup>th</sup> graders in PSAT testing, for the period July 1, 2013 through June 30, 2014, in an amount not to exceed \$ 298,800.00.

**Recommendation** Approval by the Excelerator District Wide Implementation for Oakland Accelerates Secondary Schools - College Board Contract Renewal #: 2014S-K12-23365. Services to be primarily provided to Leadership Curriculum and Instruction for the period July 1, 2013 through June 30, 2014.



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**Fiscal Impact**

Funding Resource: Investing in Innovation Grant (i3) not to exceed 298,800.00.

**Attachments**

- Excelerator District Wide Implementation for Oakland Accelerates Secondary Schools - College Board Contract Renewal #: 2014S-K12-23365.



**EXCELERATOR™ DISTRICT WIDE IMPLEMENTATION FOR  
OAKLAND ACCELERATES' SECONDARY SCHOOLS  
RENEWAL  
FOR 2013-2014 IMPLEMENTATION**

**THIS RENEWAL** ("Renewal"), amends that certain EXCEerator District Wide Implementation for Oakland Accelerates' Secondary Schools dated July 1, 2013 filed under College Board Contract Number 2013M-K12-17653 (the "Oakland EXCEerator Agreement"), by and between the College Board ("College Board") and Oakland Unified School District ("Client").

**WHEREAS**, Client and College Board desire to renew the Oakland EXCEerator Agreement for an additional twelve (12) months to implement the district-wide EXCEerator Program for the 2013-2014 school year.

**WHEREAS**, Client and College Board desire to change the services and deliverables to be furnished under the EXCEerator Agreement for the 2013-2014 school year.

**NOW, THEREFORE**, in consideration of the mutual promises, representations and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Term.** The term of this Renewal shall begin as of **July 1, 2013** and unless sooner terminated as provided in this Agreement, will expire on **June 30, 2014** ("Renewal Term").

2. **2013-2014 Products & Services.** The parties acknowledge and agree that during the Renewal Term the College Board shall furnish the services and deliverables set forth in the attached Schedule B, EXCEerator Professional Services and Deliverables, incorporated herein by reference.

Client shall use its best efforts to implement separate agreements with the College Board or participate in any California DOE agreement with the College Board to procure the College Board Products and Services set forth in the EXCEerator program Model for Oakland Accelerates of Schedule A to the Oakland EXCEerator Agreement for students attending the Participating Schools, which includes the Advanced Placement Program®, the PSAT/NMSQT® exam, the SpringBoard® program, the ReadStep™ exam and the SAT® exam.

3. **2013-2014 Budget Schedule.** The Budget Schedule C of the Oakland EXCEerator Agreement shall be amended to add the attached Schedule C for the 2013-2014 school year, incorporated by reference herein.

4. **EXCEerator Professional Development:** The parties acknowledge and agree that the Institute for Coherent Curriculum Planning: Analysis of Student Work and certain College Readiness Coaching workshops that were scheduled for delivery during the 2012-2013 school year pursuant to the Original Oakland EXCEerator Agreement shall instead be delivered during the 2013-2014 school year. The parties acknowledge and agree that the fees for such Services were not paid by Client or received by the College Board in accordance with the 2012-2013 Budget Schedule. Client shall pay the College Board for the fees for these Services during the 2013-2014 school year in accordance with the 2013-2014 Budget Schedule.

5. **Interpretation and Integration.** All provisions in the Oakland EXCEerator Agreement and any attachments thereto in conflict with this Renewal shall be and are hereby changed to conform to this Renewal.

6. **Continuation of the Agreement.** All provisions in the Oakland EXCEerator Agreement not in conflict with this Renewal are still in full force and effect and are to be performed at the level specified in the contract.

IN WITNESS WHEREOF, the parties have executed this Renewal as of the date set forth below.

\_\_\_\_\_  
Signature


\_\_\_\_\_  
Printed Name & Title

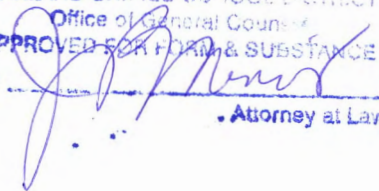
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Signature  
**David Kakishiba**  
President, Board of Education

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
**Edgar Rakestraw, Jr., Secretary**  
Board of Education

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Office of General Counsel  
**APPROVED FOR FORM & SUBSTANCE**  
By:   
\_\_\_\_\_  
Attorney at Law

**SCHEDULE B**  
**College Board Professional Services & Deliverables for Oakland Accelerates**  
**For 2013-2014 School Year**

**A. The College Board will be responsible for:**

1. **College Board Project Management.** The College Board shall provide the College Board Program Management as described below (the "College Board Project Management").
  - a. **College Board Project Management.** Project Management represents the collaborative effort between the College Board and Oakland Unified School District necessary to manage and monitor the progress of the overall College Board implementation. Project Management involves the discipline of planning, organizing, securing and managing resources to bring about the successful completion of specific project goals, objectives, and priorities as identified in the College Board District Diagnostic findings. Through the College Board Management Structure that includes the Postsecondary Readiness Steering Committee, Project Management Team, Data Team, and Communications Team, the College Board and OUSD will participate in implementation, assessment of progress and the overall decision making process pertaining to program changes and the resolution of issues.
  - b. **College Board Implementation Services.** The College Board will collaborate with OUSD assigned staff to provide quality assurance through ongoing support and monitoring of College Board initiatives, programs and services. Key College Board and OUSD staff will conduct on-site, school-level reviews of program implementation and provide consultation and proactive implementation strategies for specific district and school level initiatives and programs such as Advanced Placement, PSAT/NMSQT, Annual Course Advisement and Registration and Academic Support initiatives. OUSD staff will lead communication efforts for expectations and availability of school sites and staff.
2. **College Board Implementation Manager.** The College Board shall collaborate with OUSD staff to provide on-site leadership, including planning, organizing, securing and managing resources to bring about the successful completion of specific College Board and OUSD partnership goals, objectives, and priorities identified through the College Board District Diagnostic findings. The College Board will invoice the district an amount not to exceed **\$90,000.00** to pay for an Implementation Manager to deliver services from **July 1, 2013** to **June 30, 2014**. The College Board will contribute **\$14,278.14** to pay for this Implementation Manager to deliver such services.
3. **College Readiness Coaching.** College readiness coaching will be provided by six OUSD College Readiness Specialists who will support teachers, counselors, and school and district leaders to apply college readiness skills and knowledge. College Readiness Specialists will be trained intensively in the College Board framework by College Board staff and consultants to increase educators' knowledge and practice of college readiness skills in middle and high schools throughout OUSD. Additionally, College Readiness Specialist will support the school and district leaders as they implement and monitor the instructional and student support initiatives designed to remedy gaps identified by the College Board's District Diagnostic that was performed by the College Board in November 2011. College readiness coaching will include, but is not limited to, facilitating professional development, supporting and monitoring guidance initiatives, participating in collaborative planning time with teachers, observing and modeling rigorous instruction, working with administrators to improve monitoring practices and identify needed student supports, and collecting and analyzing data about the implementation of the College Board college readiness initiatives in the district.

4. **College Board Professional Development:** The College Board shall furnish the below listed College Board professional development workshops by **June 2014**. The College Board's obligation to furnish these professional services is contingent beginning the Client complying with the obligations set forth in Attachment 2, College Board Professional Services Checklist, incorporated by reference herein.

1. AP Fall of Learning; and
2. Institute for Coherent Curriculum Planning: Analysis of Student Work.

**B. OUSD will be responsible for:**

1. **Project Management.** College Board Project Management represents the collaborative effort between the College Board and OUSD necessary to manage and monitor the progress of the overall College Board implementation. Project Management involves the discipline of planning, organizing, securing and managing resources to bring about the successful completion of specific project goals, objectives, and priorities as identified in the College Board District Diagnostic findings. Through the College Board and OUSD Management Structure that includes Postsecondary Readiness Steering Committee, Project Management Team, Data Team, and Communications Teams, the College Board and OUSD will participate in implementation, assessment of progress and the overall decision making process pertaining to program changes and the resolution of issues.
2. **Integration.** Implementing the collaboration between the College Board and Oakland Unified School District through College Board's leadership and support, OUSD will integrate College Board Programs and Services with existing OUSD programs and initiatives to expand opportunities for student success. Through this collaboration, OUSD will create a college readiness culture that centers on providing rigorous learning experiences for all students that focuses on increasing performance and participation in Advanced Placement and SAT, increasing graduation rates and fulfillment of California's "A-G" requirements, and decreasing drop-out rates.
3. **Establishing Expectations.** OUSD will establish clear focus and expectations through an internal school culture focused on high expectations for students and teachers, a shared vision of teaching and learning, and the other common values and commitments of the entire school community.
4. **Instructional Leadership.** Establishing instructional leadership characterized by a focus on student achievement and post-secondary readiness and support for the improvement and enhancement of the school culture and teaching and learning by effective collaboration among district leaders, school principals, teachers, parents and students.
5. **Implementation of College Board Programs and Services.** Implementing with fidelity the College Board Programs and Services that enable students to master challenging content and skills and meet state standards through in-depth courses of study, emphasizing what research has determined to be the best practices in teaching and learning.
6. **College Board Requirements.** OUSD agrees to use the data furnished by the College Board under this Agreement from College Board Programs and Services ("College Board Data") in each participating College Board and OUSD Partnership School in accordance with the directives of the College Board as set forth in any standard documentation relating to College Board Data. OUSD agrees to use the College Board Programs and Services as set forth in any standard documentation relating to such College Board Programs and Services. OUSD will execute (or cause to be executed by each College Board and OUSD Partnership School) any standard agreements or other documentation required to be executed in the normal course of

business by other schools using College Board Data and College Board Programs and Services to be provided hereunder.

7. **OUSD Rules.** OUSD shall be responsible for confirming that the implementation of College Board Programs and Services are in compliance with applicable local, state and federal statutes and regulations, applicable standards of relevant national professional associations, and applicable collective bargaining agreements.
8. **Oakland Accelerates Project Manager and College Readiness Specialist.** During the term hereof, OUSD shall employ one (1) full time Oakland Accelerates Project Manager and six (6) College Readiness Specialists to provide on-site leadership and support, respectively, especially among School leadership and school faculty, to support the broad implementation of the College Board program subject to the terms and conditions set forth in Section C of this Schedule.

Among the duties of the Oakland Accelerates Project Manager are the following:

- a. Provide overall district and site-based leadership in close collaboration with College Board staff;
- b. Manage all aspects of College Board Program Management, Professional Development, Instructional and Guidance Support, Implementation of College Board Program and Services, and coaching of OUSD College Readiness Specialists; and
- c. Assist district and school leaders in disseminating an agreed upon definition of college readiness.

Among the duties of the College Board and Oakland Unified Partnership College Readiness Specialists are the following:

- a. Provide overall site-based leadership, in close collaboration with the principal;
- b. Encourage teacher participation in the professional development offerings;
- c. Lead the ongoing collaboration among teachers to encourage adoption of vertically-aligned instructional strategies; and
- d. Provide guidance and support on new instructional strategies, particularly in the College Board's AP program.

9. **Notifying College Board of Enrollment:** Each October 1<sup>st</sup> during the term of the Agreement, OUSD shall furnish the College Board with updated enrollment figures for the Participating Schools.

### **C. College Board Implementation Manager and College Readiness Specialists**

1. **Selection.** OUSD agrees to consult with the College Board in the selection process for the full-time Oakland Accelerates Project Manager and College Readiness Specialists, should the opportunity presents itself. OUSD agrees that the selection will be a collaborative process with the College Board, but that OUSD will have ultimate responsibility for making the final hiring decision from among a list of mutually approved candidates. Notwithstanding the foregoing, College Board, in conversation with OUSD, shall have the right to request the replacement of an Oakland Accelerates Project Manager or one or more College Readiness Specialists if College Board reasonably believes that any such individual is not (or is no longer) qualified to perform such services or will not (or will no longer) be able to provide such services. The College Board must provide OUSD with an objective basis for removal of an Oakland Accelerates Project Manager or College Readiness Specialists so that OUSD may defend the removal action if challenged by the employee.
2. **Relationship.** OUSD and College Board understand, acknowledge and agree that nothing in this

Agreement is intended to or should be construed to create an employment relationship between an Oakland Accelerates Project Manager or College Readiness Specialists or any OUSD employee and the College Board. OUSD also agrees that OUSD will not knowingly permit their Oakland Accelerates Project Manager, College Readiness Specialists or any OUSD employee to hold him or herself out as an employee or claim to be an employee of the College Board or any of its affiliates by reason of this Agreement. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the College Board on behalf of Oakland Accelerates Project Manager, College Readiness Specialists or any OUSD employee. The Oakland Accelerates Project Manager, College Readiness Specialists or any OUSD employee is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plans of the College Board. No workers' compensation insurance shall be obtained by the College Board concerning the Oakland Accelerates Project Manager, College Readiness Specialists or any OUSD employee.

- D. Fees.** The total fees for College Board Professional Development and Deliverables furnished under this Schedule during the **2013-2014** Renewal Term shall be **\$298,800**.



**ATTACHMENT 1****To Schedule B****Participating Oakland Accelerates Schools List for the Renewal Term 2013-2014 School Year**

Participating Oakland Accelerates Schools and applicable enrollment is based on 2012-2013 figures to be updated annually pursuant to Section B-9 of this College Board SCHEDULE B:

**PARTICIPATING 2013-2014 OAKLAND ACCELERATES  
HIGH SCHOOLS & ENROLLMENT LIST**

<b>High School</b>	<b>Enrollment</b>
<b>Castlemont</b>	<b>639</b>
<b>Coliseum College Prep Academy</b>	<b>239</b>
<b>Freemont College Prep Academies</b>	<b>794</b>
<b>Life Academy</b>	<b>273</b>
<b>McClymonds High</b>	<b>267</b>
<b>Oakland High</b>	<b>1600</b>
<b>Oakland Technical</b>	<b>1987</b>
<b>Skyline High</b>	<b>1798</b>

**PARTICIPATING 2013-2014 OAKLAND ACCELERATES  
MIDDLE SCHOOLS & ENROLLMENT LIST**

<b>Middle School</b>	<b>Enrollment</b>
<b>Madison Middle School</b>	
<b>Roots International Academy</b>	
<b>Alliance Academy</b>	
<b>Elmhurst Community Prep School</b>	
<b>United for Success</b>	
<b>West Oakland Middle School</b>	
<b>Roosevelt Middle School</b>	
<b>Frick Middle School</b>	

**ATTACHMENT 2 TO  
SCHEDULE B  
College Board PROFESSIONAL SERVICES CHECK LIST**

Client will collect and provide the College Board with the following implementation information (“Implementation Information”) selected below:

- District Information.** District contact information, superintendent or Designee’s contact information, District Coordinator, District contract signatory, number of participating middle schools, and/or number of participating high schools.
- School Information.** Client shall provide the school contact information, principal contact information, school coordinator, and where applicable information technology contact.
- Site.** Client shall provide College Board with a venue to host the professional development, which includes a meeting room and where applicable audio-visual equipment.
- Participant Information.** Client shall provide the College Board with a list of the number of all participants by subject, including participant names and contact information no later than 14 days before the start of the service. Client agrees that the College Board may rely on such list in determining the number of materials and of consultants provided by the College Board to Client at the professional development.
- Designation of Event Coordinator.** Client shall designate, and shall cause each school to designate, a professional development coordinator. The professional development coordinator shall be Client’s principal contact with the College Board and shall assist in the organization and training.
- Information Technology Contact.** Client shall designate, and shall cause each school to designate an information technology contact. The Client information technology contact and the School information technology contacts shall address any technical issues that may arise in the course of the delivery of the professional services.
- Network Access and Internet Connectivity.** Client will ensure network access and Internet connectivity during the delivery of the professional services and, and will require the Client information technology contact or another appropriate staff person to be available during the delivery to assist in the maintenance of such network access and Internet connectivity.
- Accommodations and Instruments.** Furnish appropriate space and instruments such as overheads, chairs and desks, VCR and monitor, and whiteboards as necessary for the delivery of the professional services. Furthermore, College Board shall not provide food and or refreshments for participants.

**SCHEDULE C  
COLLEGE BOARD PROGRAMS AND SERVICES  
FEES AND BUDGET FOR 2013-2014**

<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>	<u>Discount</u>	<u>Total Cost</u>
<i>College Board Products and Services – Year 2</i>				
AP Fall of Learning: English Literature and Language, Chemistry, Biology, US History, World History, Spanish Literature and Language		\$90,000.00 <i>(560,000.00 carried from 2012-2013)</i>		90,000
Institute for Coherent Curriculum Planning: Analysis of Student Work		\$30,000.00		\$30,000.00
College Board Implementation Manager		\$90,000		\$90,000
College Readiness Coaching		\$88,800.00 <i>(28,800.00 carried from 2012-2013)</i>		\$88,800.00
<b><i>Sub Total for College Board: 2013-14 Products and Services</i></b>		<b>\$298,800.00</b>		<b>\$298,800.00</b>