

Board Office Use: Legislative File Info.	
File ID Number	12-2308
Introduction Date	10-24-12
Enactment Number	12-2646
Enactment Date	10-24-12



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To 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) 10-24-12

Subject Professional Services Contract -
Kristin Papania Oakland CA (contractor, City State)
Sequoia Elementary (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and Kristin Papania. Services to be primarily provided to Sequoia Elementary for the period of 08/27/2012 through 06/13/2013.

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

Sequoia Elementary has a growing English Language Learner (ELL) population. We receive EIA/LEP funding to support the language needs of our students. Kristin Papania is an ELD consultant who will provide additional scaffolding, intervention services and ongoing assessments to monitor the progress of ELL students at Sequoia.

Discussion
One paragraph summary of the scope of work.

Kristin Papania will provide differentiated ELD instruction for k-5 students. She will work with students in small groups on Mondays, Tuesdays, Thursdays and Fridays. On a daily basis, Kristin will work with students inside and outside the classroom. She will use CST and CELDT data to design small group instruction. Once a week, Kristin will collaborate with k-5 teachers regarding student progress.

Recommendation Approval of professional services contract between Oakland Unified School District and Kristin Papania. Services to be primarily provided to Sequoia Elementary for the period of 08/27/2012 through 06/13/2013.

Fiscal Impact Funding resource name (please spell out) EAI-LEP
not to exceed \$ 22,273.62

Attachments

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

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Kristin Papania (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:

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 08/27/2012, 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 06/13/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed twenty-two thousand two hundred seventy three dollars and sixty-two cents Dollars (\$22,273.62). 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.

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - 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.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- 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 \$ _____.

6. 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.

- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract
OUSD Representative:

Name: Katia Hazen
Site /Dept.: Sequoia Elementary
Address: 3730 Lincoln Ave
Oakland, CA 94602
Phone: (510) 531-6696

CONTRACTOR:

Name: Kristin Papania
Title: Reading Intervention Specialist
Address: 2837 Alida Street
Oakland CA 94602
Phone: (510) 336-9462

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.

8. Invoicing

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

1. 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.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and a statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

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

10. Insurance:

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

Check 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.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

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: K.P.

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

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

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: 08/27/2012 Work shall be completed by: 06/13/2013 Total Fee: \$ 22,273.62

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos
 President, Board of Education
 Superintendent or Designee

 Secretary, Board of Education

8-27-2012
 Date

 Date

CONTRACTOR

Kristin Papania
 Contractor Signature
7-26-12
 Date

 Kristin Papania Reading Intervention Specialist
 Print Name, Title

Certified:

Edgar Rakestraw, Jr. 10/25/12
 Edgar Rakestraw, Jr., Secretary
 Board of Education

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 By: lf

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Kristin Papania will provide differentiated ELD instruction for k-5 students. She will work with students in small groups on Mondays, Tuesdays, Thursdays and Fridays. On a daily basis, Kristin will work with students inside and outside the classroom. She will use CST and CELDT data to design small group instruction. Once a week, Kristin will collaborate with k-5 teachers regarding student progress.

SCOPE OF WORK

Kristin Papania will provide a maximum of 556.84 hours of services at a rate of \$ 40.00 per hour for a total not to exceed \$ 22,273.62. Services are anticipated to begin on 08/27/2012 and end on 06/13/2013.

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 *this* Contractor will do.

Kristin Papania will provide differentiated ELD instruction for LEP students. She will work with students in small groups on Mondays, Tuesdays, Thursdays and Fridays, inside and outside the classroom. She will use CST and CELDT data to design small group instruction. Once a week, Kristin will collaborate with k-5 teachers regarding student progress.

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.**

Students will be able to access the core curriculum through differentiated instruction and progress in their reading and writing proficiency. Entry assessments will be used to measure growth and criteria for exit from the intervention program will be established. Student participants will make greater than average progress in their reading levels and show greater than average improvement in their writing scores. ELD students will move up one proficiency level by the time of annual testing.

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core | <input checked="" 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 checked="" type="checkbox"/> Create equitable opportunities for learning | <input checked="" type="checkbox"/> Accountable for quality |
| <input checked="" type="checkbox"/> High quality and effective instruction | <input checked="" type="checkbox"/> Full service community district |

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: 9

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

Agenda

Sequoia Elementary School Site Council Tuesday, February 7, 2012

Overview:

The School Site Council (SSC) has a legal responsibility for advising the school in the development of the Single Site Plan (SSP) for Student Achievement and approving the final plan. We look at student data from the California State Test, determine needs, and plan programs and budgets based on student needs. One or two parents are needed to serve as alternate members. Everyone is welcome to attend.

Agenda


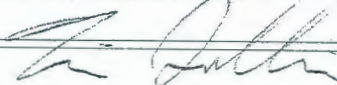

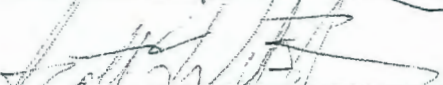

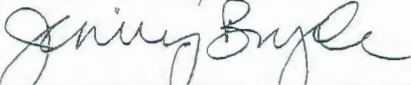
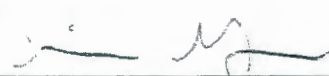


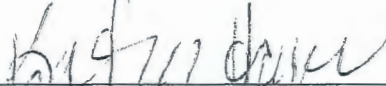

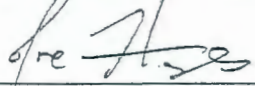
- Welcome – 2 minutes
 - Approve previous minutes – 3 minutes
 - Site Plan Modifications – 40 minutes
 - Review plan for SSC retreat on 2/11/12 from 9-1 – 10 minutes
 - Parking lot issues – 5 minutes
 - Goodnight
-
- Next SSC meeting Saturday, February 11, 2012
9:00 AM – 1:00 PM

Community Schools Strategic Site Plan 2012-2013, SSC-Approved Actions											
School	Sequoia Elementary		Site Code:151								
Date:											
#	Priority Area	Student Group	Item#	Strategic Action	Resource Name	Res.#	Object Name	Object#	Position Code	FTE	Budget Amount
1	A Balanced Literacy & Literacy Across the Curriculum	Below Basic	151SQ1A660	Provide targeted ELA instruction to below-grade level students.	Title I	3010	CONSULTANTS	5825		0	\$30,000.01
2	F Extending Learning Time	Far Below Basic and Below Basic	151SQ1F796	Reading Intervention for struggling readers in grades k-2	Title I	3010	CONSULTANTS	5825		0	\$3,880.00
3	F Extending Learning Time	Far Below Basic and Below Basic	151SQ1F797	Targeted phonics intervention for struggling readers in grades 3 to 5	Title I	3010	CONSULTANTS	5825		0	\$6,002.30
4	B Science, Technology, Engineering, Mathematics (STEM)	Far Below Basic, Below Basic, and Basic	151SQ1B801	Provide supplemental photocopying resource that supports instructional program, parent communication, and professional development	Title I	3010	EQUIP MAINTENANCE AGREEMENT	5610		0	\$7,000.00
5	A Building Capacity & Leadership (Professional Development/Learning Communities/Coaching/Staff Induction)	All Students	151SQ13A802	General PD sessions aligned to practices and improvement classroom	Title I	3010	TEACHERS SUBS FOR RELEASETIME	1154		0	\$10,939.50
6	A School Culture (Including Meaningful Student Engagement)	All Students	151SQ12A795	Coaches train student leaders in conflict resolution, conduct boys and girls clubs for at-risk students to improve academic performance and mentor at-risk students	EIA - SCE	7090	CONSULTANTS	5825		0	\$30,000.00
7	F Extending Learning Time	Far Below Basic and Below Basic	151SQ1F794	Reading Intervention for struggling readers in grades k-2	EIA - SCE	7090	CONSULTANTS	5825		0	\$18,677.00
8	A Strategic Operational Practices	All Students	151SQ15A3706	Provide supplemental instructional supplies that support an improved instructional program	EIA - SCE	7090	SUPPLIES	4310		0	\$13,000.00
9	A Balanced Literacy & Literacy Across the Curriculum	English Learners	151SQ1A659	Provide ELD instruction to k-5 English learner students	EIA - LEP	7091	CONSULTANTS	5825		0	\$22,273.62
10	A Family & Community Engagement	Far Below Basic and Below Basic	151SQ14A803	Fall and Spring parent curriculum dinners with the principal	Title I - Parent Participation	9901	MEETING REFRESHMENTS	4311		0	\$1,342.94

Community Schools Strategic Site Plan 2012-2013, SSC-Approved Actions											
School	Site Code										
Sequoia Elementary	151										
#	Priority Area	Student Group	Item#	Strategic Action	Resource Name	Res.#	Object Name	Object#	Position Code	FTE	Budget Amount
1	A Balanced Literacy & Literacy Across the Curriculum	Below Basic	151SQ11A660	Provide targeted ELA instruction to below-grade level students.	Title I	3010	CONSULTANTS	5825		0	\$30,000.01
2	F Extending Learning Time	Far Below Basic and Below Basic	151SQ11F796	Reading Intervention for struggling readers in grades k-2	Title I	3010	CONSULTANTS	5825		0	\$3,880.00
3	F Extending Learning Time	Far Below Basic and Below Basic	151SQ11F797	Targeted phonics intervention for struggling readers in grades 3 to 5	Title I	3010	CONSULTANTS	5825		0	\$6,002.30
4	B Science, Technology, Engineering, Mathematics (STEM)	Far Below Basic, Below Basic, and Basic	151SQ11B801	Provide supplemental photocopying resource that supports instructional program, parent communication, and professional development	Title I	3010	EQUIP MAINTENANCE AGREEMENT	5610		0	\$7,000.00
5	A Building Capacity & Leadership (Professional Development/Learning Communities/Coaching/Staff Induction)	All Students	151SQ13A802	General PD sessions aligned to practices and improvement classroom	Title I	3010	TEACHERS SUBS FOR RELEASE TIME	1154		0	\$10,939.50
6	A School Culture (Including Meaningful Student Engagement)	All Students	151SQ12A795	Coaches train student leaders in conflict resolution, conduct boys and girls clubs for at-risk students to improve academic performance and mentor at-risk students	EIA - SCE	7090	CONSULTANTS	5825		0	\$30,000.00
7	F Extending Learning Time	Far Below Basic and Below Basic	151SQ11F794	Reading intervention for struggling readers in grades k-2	EIA - SCE	7090	CONSULTANTS	5825		0	\$18,677.00
8	A Strategic Operational Practices	All Students	151SQ15A3706	Provide supplemental instructional supplies that support an improved instructional program	EIA - SCE	7090	SUPPLIES	4310		0	\$13,000.00
9	A Balanced Literacy & Literacy Across the Curriculum	English Learners	151SQ11A669	Provide ELD instruction to k-5 English learner students	EIA - LEP	7081	CONSULTANTS	5825		0	\$22,273.62
10	A Family & Community Engagement	Far Below Basic and Below Basic	151SQ14A803	Fall and Spring parent curriculum dinners with the principal	Title I - Parent Participation	9901	MEETING REFRESHMENTS	4311		0	\$1,342.94

Date 2-7-12

School Site Council Sign-in Sheet

Name	Signature	Title (parent/staff/community member)
Tontra Lovar		parent co-chair
Tim Sullivan		parent
Anne Moran		parent
Scott Weston		parent
Barbara Schmidt		teacher
Jimmy Burden		parent
	← Adrian Goldstein	"
Melissa Catalano		teacher
Reka Lal		community
Katie Hagan		
Brett Farver		parent
Joe Hayes		parent

School Site Council Establishment Meeting

Minutes

School: Sequoia

Date: February 7, 2012

Agenda Sequoia Elementary School SSC February 7, 2012 6-7 pm

Community Norms:

- Start and End on Time
- Keep students at the center of the discussion
- Be mindful of air time
- Tell the truth (without blame or judgment)

Time Keeper: Melissa **Notes:** Joe **Process:** Annie

Overall Goals and Objectives

- Welcome - 2 minutes
- Approve previous minutes - 3 minutes
- Site Plan Modifications - 40 minutes
- Review plan for SSC retreat on 2/11/12 from 1/31/12 minutes
- Parking lot issues - 5 minutes
- Goodnight

Minutes must address each agenda item.

SSC Establishment meeting called to order on 2/7/12 at 6:00 PM.

Welcome:

Assembled were: Katia Hazen, Reka Lal, Annie Pierre-Louis, Tontra Love, Adrian Goldstein, Barbara Schmidt, Jenny Boyden, Brett Farver, Scott Wikstrom, Melissa Catalano, Tim Sullivan, and Joe Hayes.

Approve minutes:

The minutes from 1/31/12 were approved unanimously.

Katia Hazen interjected to point out that we needed to include in the agenda approval of the budget proposal, in order to avoid scheduling an extra meeting.

Site Plan Modifications:

We're discussing the current school year.

KH: I have a statement from Sonny Kim and Kevin Jeung regarding requirements for the computer lab [provided a handout detailing features of the proposed mobile computer lab, its uses for differentiated instructions, flexibility of use, and the integration of technology into the classroom]. Will intervention teachers need more money? No. They're currently working the maximum number of hours possible, and they already started late in the year.
BS: Are they going to work through May?

KH: Yes. Also, we would have like to use SSC to fund more noon supervisors (e.g. HEROS). But we're also working through FOSS to try to provide this. So, there are no competing proposals for the use of the money.

BS: How much money do we have available?

KH: \$33-\$34K, from 2 different sources (this is the mid-year bump we discussed last meeting). The estimates for the computer lab are around \$31-\$32K, depending on the level of support.

SW: In November, there was about \$1,500-\$2,000 above the original projections. We need to spend all of what's available, but we've got until March to do so.

KH: We approved spending the parent education money last week.

BS: Is a printer included in this sum?

KH: Wireless printing, to whichever existing printer, will be enabled.

BS: Is there money for ink and paper included in the current budget?

KH: Yes.

SW: From EIA-ENSTR 151, EIA-LEP, and IASA Title I (see the handout from 1/31/2012), we have a total of ~\$34,000.

BS: This has got to be in a very secure facility.

KH: Yes. Maybe reinforcing one of the rooms upstairs is in order.

BS: Are you talking about closing off one of the closet spaces?

AP-L: The facility is self-contained – it locks itself.

Scott moved to modify last year's SSP. It previously allocated hypothetically available funds to certain uses with the language "if funds should become available,..." Scott's proposal is to undo those allocations from the 2011-12 budget, freeing up said funds for another use.

Adrian seconded the motion and it passed.

Scott moved to allocate the abovementioned newly available funds to the proposed mobile Mac lab.

Adrian seconded the motion and it passed.

Budget:

Katia distributed a handout demonstrating the overall increase in unrestricted funds between the 2011-12 and 2012-13 school year budgets.

KH: We are hitting our class size targets in the lower grades, so we're not proposing any changes in the way we spend out categorical funds. We've still got intervention teachers, etc. Maybe we could bump up HEROS – that is, another active recess person on the yard, not necessarily more mentoring.

AG: There seems to be a diversity of opinions about the effectiveness of HEROS. This year with them has been smoother than most, but there's still differing opinion on its value.

KH: HEROS allows us to use money for both differentiated instruction and an active recess. It's not perfect, but it allows some small group time **and** mentoring, and it allows the use of these funds, which are tricky to spend, in an effective way.

BS: Could we look into what other schools do with this? The half-hour of differentiation that it provides for the upper grades is quite short.

AG: I've heard this perspective, too, from upper-grade teachers. I'd like to open the question.

TL: Last meeting, we discussed determining what we need as a school, and figuring out how to get it.

KH: I think I hear a committee being formed... We need to examine some alternatives, for instance Playworks or Sports For Kids.

TL: I've heard of these or other organizations training kids as conflict managers.

AP-L: Can we use categorical funds for Sports For Kids?

KH: I don't know. We have to fund programs for achievement – I don't know if this would qualify.

TL: But it could do the same thing – split the class, allow for differentiated instruction. Also, Lamar is very responsive to changing the ways in which we currently use HEROS.

AG: And it is helping improve achievement?

BS: Not with a half-hour after recess, one day a week...

KH: Let's discuss this mid-year, then, after we've had a chance to observe whether it's been working.

AP-L: What are parents hoping this group/program will provide?

- Small-group social/emotional development?
- More than one person on the yard for active recess?
- Structured games, rather than just supervision?

KH: We can do more to integrate our four core values.

SW: Can we structure the search as: "This is what we want; can you provide it?"

BS: The staffing of the program affects its reception. We still haven't seen anyone leading a group of students in a structured activity. A person must be trained in this activity; it's about providing mentorship, and enthusiasm and being "good with kids" alone is not sufficient.

KH: Can we table this? We'll start an email chain regarding HEROS, and talk about reading intervention techniques.

SW: What are we hoping to accomplish with the budget?

KH: We'll have to meet again in any event.

JB: Why is prep down while the number of students is going up?

KH: I don't know.

AG: Might Kindergarteners not get P.E., then?

KH: That's the question. SCD are supposed to get prep.

MC: #0523: School library improvement block grant [projected increase of \$3,579] – what'll this be used for?

KH: Teacher salaries. It's not restricted to libraries. There's an 0.33 library aide position created that we can fill with this grant – that person can perform other functions as well. Also, FOSS can be crucial for funding positions. And we're funding positions here rather than specific people.

TL: So there's still library time available for the students, just not the staff?

BS: Let's remember that FOSS has not committed to funding any library position.

KH: Also, we still don't have the staff survey results, so these decisions are being made backwards, in a sense.

KH: So, from the budget, considering the ELA-SCE funds [code 7090], the ELA-LEP [code 7091], and Title I [codes 3010 and 9901], \$43,600 are available

There followed discussion about how much Paula is currently working, and whether she and/or Kristin are maxed out on time, what the prospects are for Paula to work in different grades, and whether the money is best spent doing reading intervention.

Katia raised the issue of developing our abilities in math, where the district curriculum is currently pretty spotty – we're basically relying solely on staff expertise.

AG: So is the current strategy working?

BS: If they'd been able to start when they should have, instead of late October, perhaps it would be working.

AP-L: But we're not getting results – we've seen a big test-scores decline. We need to ask ourselves:

- How do we structure it?
- What kids go into it?

KH: Let's track kids who receive services and compare them with those who don't.

SW: Could we have somebody come in one day a week and help all the kids?

BS: Someone who knows the curriculum...?

SW: Right.

AP-L: So we need to fund a reading coach, right? What about a math coach?

KH: We'll continue some funding for ELA intervention teachers. That leaves us with no extra money for math.

SW: We've got a projected \$20K available. So if we keep Kristin and Paula at the same levels, we've got ~\$20K to use to consider HEROS/Playworks, etc.

AP-L: This body decides where to spend our money based on what our kids need.

KH: Another school uses their after-school program to release some kids early to the program. The teacher can then retain kids to deliver needed differentiated instruction.

TL: Again, we need to set aside money for this, but we also need to ensure that the programs are addressing the problems we've identified.

AP-L: Can we summarize where we are in this discussion?

KH: We want to continue funding ELA/ELD at current levels. But we're also looking for an extra noon supervisor. In fact, we're considering 5 different ways to spend these extra \$20K!

BS: I want to emphasize the importance of conflict resolution support for children.

AP-L: I move to fund ELA/ELD at current levels, but not necessarily at the current structure.

SW: Seconded. All in favor?

The motion passed.

Parking lot issues:

The retreat was scheduled for 9:00 AM – 1:00 PM on Saturday, Feb. 11th, 2012. The agenda included defining equity, coming to a common definition, which we would then use to inform discussion about the budget, focusing on reading, writing and math.

There was also some discussion of whether Heather Holland, who has been ill, will not be able to make future meetings and whether the SSC might consider adding another staff member to round out the membership. The issue is to be continued following inquiry into her condition.

Goodnight: Goodnight.

The meeting was adjourned at 7:00 PM

Next meeting: February 11, 2012, 9:00 AM – 1:00 PM.

Minutes submitted by: Joe Haves, 2/16/12)

Update: Retreat on February 11th was cancelled; next meeting will be at the usual time on Tuesday, February 21st, 6:00 – 7:00PM.

Sequoia mid year revisions 2011-2012

Fund	Org key	Resource	Restrictions	Amount	Proposed use	Notes
EIA-INSTR 151	1514859101	7090	Supplemental instr staff, materials for resource teachers, extra assistance for FBB students, training for teachers to meet needs	\$19,369	Mac lab for intervention teacher tech-based reading interventions and ELD	
EIA-LEP Instruction 151	1517091101	7091	English learners paraprofessionals, supplemental materials for resource teachers, extra assist for ELs	\$3,628		
IASA Title 1	1514850101	3010	Before/after school, direct instr & IAs, stay in school, direct instr & IAs, PD for teachers, travel/conference	\$11,000		

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AUG 9 -

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AUG 6 -

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

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

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

- 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 checked="" type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input checked="" type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.epls.gov/epls/search.do)
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact Emails about this contract should be sent to: (required) Katia.Hazen@ousd.k12.ca.us

Contractor Information

Contractor Name	Kristin Papania	Agency's Contact	Kristin Papania				
OUSD Vendor ID #	I004392	Title	Reading Specialist				
Street Address	2837 Alida Street	City	Oakland	State	CA	Zip	94602
Telephone	(510) 336-9462	Email (required)	juba215@sbcglobal.net				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input 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	08/27/2012	Date work will end	06/13/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 40.00	Number of Hours (required)	556.84		

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
7091	EAI-LEP	1517091101	5825	\$ 22,273.62
			5825	\$ 0.00
			5825	\$ 0.00
Requisition No. (required)	R0301760		Total Contract Amount	\$ 22,273.62

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.epls.gov/epls/search.do>)

1.	Administrator / Manager (Originator)	Name	Katia Hazen		Phone	(510) 531-6696
	Site / Department	Sequoia Elementary			Fax	(510) 531-6611
	Signature	<i>Katia Hazen</i>		Date Approved	7-26-12	
2.	Resource Manager , 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 checked="" type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature	<i>Susan Laks</i>		Date Approved	8/8/12	
3.	Regional Executive Officer					
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
	Signature	<i>Emilia J...</i>		Date Approved	9/26/12	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
	Signature	<i>Maria Santos</i>		Date Approved	8-27-12	
5.	Superintendent, Board of Education Signature on the legal contract					
Legal	Required if not using standard contract	Approved	Denied - Reason	Date		
Procurement	Date Received	PO Number		P1302399		

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