

Board Office Use: Legislative File Info.	
File ID Number	13-1517
Introduction Date	6-26-13
Enactment Number	13-1323
Enactment Date	6-26-13 lf



**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) 6-26-13

Subject Professional Services Contract -
Partners in School Innovation San Francisco CA (contractor, City State)
211 Montera Middle School (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Partners in School Innovation. Services to be primarily provided to 211 Montera Middle School for the period of 01/31/2013 through 06/14/2013.

Background
A one paragraph explanation of why the consultant's services are needed.
 The Manhood Development Program aims to move students in a positive direction with respect to academic achievement and attendance and while reducing the incidence of suspensions. The specific contractor assigned to this project is culturally competent in matters related to the African American males, and has implemented similar programs in a number of settings. The AAMA program of Partners in School Innovation has helped strengthen leadership and develop systems in a number of OUSD schools.

Discussion
One paragraph summary of the scope of work.
 Ratification by the Board of Education of Professional Services Contract between the District and Partners in School Innovation, San Francisco, CA, for the latter to provide 264 hours of services to Montera Middle School by providing a Manhood Development Program facilitator and implement program, provide professional development, coaching and process monthly paper work, support school in efforts to improve the academic performance of all African American Males for the period

Recommendation Ratification of professional services contract between Oakland Unified School District and Partners in School Innovation. Services to be primarily provided to 211 Montera Middle School for the period of 01/31/2013 through 06/14/2013.

Fiscal Impact Funding resource name (please spell out) Title 1--Basic Low Income and Neglected not to exceed \$ 16,000.00

- 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 Partners In School Innovation (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 01/31/2013, 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 06/14/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed sixteen thousand dollars and no 100 Dollars (\$ 16,000.00). 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: n/a

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:* n/a which shall not exceed a total cost of \$ 0.00.
- 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: Tina Tranzor
Site /Dept.: Monterey M.S.
Address: 555 Ascot Drive
Oakland, CA
Phone: (510) 531-6071

CONTRACTOR:

Name: Derrick Mitchell
Title: Chief Executive Officer
Address: 1060 Tennessee St., 2nd Fl
San Francisco CA 94107
Phone: (415) 824-6196

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 OJSD.

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 Workers 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 insured. 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.

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: DM
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).

- 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/eplis/search.do>)

Summary of terms and compensation:

Anticipated start date: 01/31/2013 Work shall be completed by: 06/14/2013 Total Fee: \$ 16,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos 6/14/13
 President, Board of Education
 Certified: Superintendent or Designee
[Signature] 6/27/13
 Secretary, Board of Education
 Secretary, Board of Education

CONTRACTOR
[Signature] 4/8/2013
 Contractor Signature Date
DEREK
Derrick Mitchell Chief Executive Officer
 Print Name, Title

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.

Ratification by the Board of Education of Professional Services Contract between the District and Partners in School Innovation, San Francisco, CA, for the latter to provide 264 hours of services to Montero Middle School by providing a Manhood Development Program facilitator and implement program, provide professional development, coaching and process monthly paper work, support school in efforts to improve the academic performance of all African American Males for the period

SCOPE OF WORK

Partners in School Innovation will provide a maximum of 264.00 hours of services at a rate of \$49.00 per hour for a total not to exceed \$16,000.00. Services are anticipated to begin on 01/31/2013 and end on 06/14/2013.

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.

The Manhood Development Program aims to move students in a positive direction with respect to academic achievement and attendance and while reducing the incidence of suspensions. The specific contractor assigned to this project is culturally competent in matters related to the African American males, and has implemented similar programs in a number of settings. The AAMA program of Partners in School Innovation has helped strengthen leadership and develop systems in a number of OUSD schools.

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.

Contractor will provide a Manhood Development Program Facilitator four days a week for 3 hours. The Facilitator will be coached by senior AAMA staff and receive appropriate professional development to carry out the roll successfully. Contractor will meet with the principal at least once a month, and support the school in its other efforts to improve the academic performance of African American males.

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

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
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: _____

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.
-

MONTERA MIDDLE SCHOOL

SSC Meeting
November 29, 2012

6:30 PM

SCHOOL LIBRARY

Agenda

1. **Introduction to SSC 15 minutes** Dr. Tranzor
2. **Approval of Bylaws *(Action Item) 15 minutes** Mr. Ward
3. **Sylvan Learning Center Proposal -*(Action Item) 10 min** Dr. Tranzor
4. **AAMA - Man-up Elective *(Action Item) 10 min** Dr. Tranzor
5. **Brown Act Briefing (Reporting item) 15 minutes** Mr. Ward
6. **District Advisory Council report (Reporting item) 5 min** Mr. Williams
7. **Meeting Schedule for the year: including agenda, notice and materials submission dates (Reporting item) 5 min** Mr. Ward
8. **Public Comments**
9. **Adjournment**

**MONTERA MIDDLE SCHOOL
School Site Council**

2012-2013
142
Sign-In

Date 11/29/12

Printed Name	Signature	Staff	Parent or Community	Student
Shirley Calhoun	<i>[Signature]</i>		X	
Ayata Colbert	<i>[Signature]</i>		X	
ANDRES L. Williams	<i>[Signature]</i>		✓	
Dana Sudduth	<i>[Signature]</i>	✓		
Tina Tranzor	<i>[Signature]</i>	✓		
Susan Walter	<i>[Signature]</i>	✓		
Marlena Wolfgram	<i>[Signature]</i>	✓		
Arthur Williams	<i>[Signature]</i>		✓	
Judith Ganley	<i>[Signature]</i>	X		
CYNTHIA Wilson	<i>[Signature]</i>		✓	
Wandra Boyd	<i>[Signature]</i> DAC-Alt			
Elizabeth Ross	<i>[Signature]</i>		X	
Stephen Hicks	<i>[Signature]</i>			
Erica Saephan	<i>[Signature]</i>	✓		

**MONTERA MIDDLE SCHOOL
SSC Meeting MINUTES
November 29, 2012
6:30 PM SCHOOL LIBRARY
Note: (Revised) Agenda**

Minutes Prepared by:
Susan Walton

Attendees:

Dr. Tina Tranzor, Principal
Jay Ward, Chair
Stephen Hicks, Co-Chair
Susan Walton, Secretary

***names

= = go

??? here

Barbara Sabbadini, guest

+ + +

***The list need to go here!!! (2 columns ????)

At 6:32 Mr. Ward, Chair started the meeting with the immediate introductions and explained there would be some changes with the agenda and we would need to vote for the amended changes. He introduced Dr. Tranzor. Dr. Tranzor welcomed the group and thanked them for coming and proceeded to request that the agenda item for Sylvan Learning be moved to the first item. Dr. Tranzor motioned to change the agenda item to be first. Mr. Hicks seconded. All said "Yes."

New agenda item # 1

3. Sylvan Learning Center Proposal -(Action Item) 10 min Dr. Tranzor*

Ms. Sabbadini prepared an extensive power point presentation where it showed the gains of our students last year in math. She explained the ratio of 1:8 teachers to student. She added the curriculum is researched based and they provide at no charge a Pearson Assessment at the beginning to establish the benchmark and post test to note results for the student. Ms. Sabbadini explained the intensive nature of the program for vocabulary, fluency that is teacher directed then the opportunity for applied learning with groups and finally independent work with many rewards to motivate for effort. There were some concerns with the committee about the price and the cost out per child. This was discussed at length. Mr. Ward called time and asked if there were a

motion on the floor to extend the time. There were many more discussion questions that needed to be addressed. Mr. Jenkins motioned for an additional 10 minutes at 7 p.m. and Ms. Ganley seconded the motion all voted yes to continue with the time. How are the students selected? What are the bussing issues with some of our students? The questions were answered both by Dr. Tranzor and Ms. Sabbadini that the students were recommended with the far below basic, below basic and the transportation was not an issue. Sylvan teachers waited in the back for the student to get picked up. Again Title I funds are used for this. Time was called and there was a need for more questions. It was motioned by Dr. Tranzor to extend by 5 minutes and Mr. Arthur _____ seconded it. The questions continued for clarity. Again time ran out and Mr. Ward suggested another 5 minutes for discussion and perhaps for open discussion we can allow 10 minutes as our norm and if we do not need that full time we can move on. Ms. Walton motioned for an additional 5 minutes and Mr. Hicks seconded it. It was asked can we have a TSA ELA like we voted for the math TSA? It was answered we have support for ELA already. It was emphasized if scores are so low can we still add personnel like TSA ELA to be even more of a support. Dr. Tranzor answered that could be a consideration and a uses for other funds we have. As all the discussions were satisfied a motion was put before the committee. Dr. Tranzor's motion is to fund Sylvan Learning as designated in their contract for \$32,000.00. It was seconded by Mr. Hicks and there was one abstain and the remainder yeses.

New agenda item #2

1. Introduction to SSC 15 minutes Dr. Tranzor

Dr. Tranzor explained we are the governing body over the CSSSP to direct the money and target those funds as a Title I school who represent the (B) Basic, (BB) Below Basic; (FBB) Far Below Basic and Free and Reduced Lunch. Why are we a targeted school? As SSC we have the decision power to make the school (1) a target school or (2) a school-wide school. If we were to make it a school-wide school we would need to fill out an application with the district and then apply to the State of California to change our designation. The process takes about a year. The criteria for a target school are 40 % or more free lunches. This has maintained that for a couple of years now.

New agenda item #3

*2. Approval of Bylaws *(Action Item) 15 minutes Mr. Ward*

couple of years now. Mr. Ward presented the State of California bylaws for SSC. He referenced it is a 64 page document and that can be our template. He then proceeded to explain the second document that is abbreviated to 6 pages. It was suggested a sub-committee form:

(1-Dr. Tranzor, 2-Mr. Williams, 3-Ms. Walton, 4-_____, 5-_____, 6-_____) volunteered.) It was motioned by Mr. Ward to vote for a sub-committee to form to determine revising the by-laws. It was seconded by Ms. Saephan. It was suggested the group work off-line review both documents and submit changes and present it to the full committee for a vote. It was motioned by _____ to table the vote to next week. And _____ seconded. All were in favor. It was immediately discussed if we could provide a quorum for that vote in December. It also came up as a reminder that the principal is the academic advisor to the SSC and drives that componet.

4. AAMA - Man-up Elective *(Action Item) 10 min Dr. Tranzor

Dr. Tranzor presented her findings about the need to develop a "Man-Up Elective." She indicated there are 75% of suspensions are African American males and at our school that African American males comprise 20% of our student population which numbers 207. She further added that there is a lawsuit on the district to make changes from the Office of Civil Rights to provide equity for the African American male students.

Dr. Tranzor elaborates the initiative. A. Summit, B. Mentor, C. Man-Up elective class, D. Professional Development for teachers, (as most of the teaching staff is comprised of non-African American teachers. And yes, we must have the parent piece included.

The Man-up elective will offer a class for African American students one period per day. It is anticipated that it will be for our eighth grade to start (maybe some seventh) The elective topics will include: Academic Male Achievement; How to Function in a School Setting and Success in School. The students highlighted for the program are the Far Below-Basic, Below Basic and Basic.

There was a motion at 7:32p.m. to discuss the Man-up Elective position 0.2 position which is funded at \$16,000.00 by Dr. Tranzor and Mr. Hicks seconded it. Much of the discussion began around the professional development and time ended. Mr. Ward offered the extension of 10 minutes Mr. Jenkins motioned to extend the time and Mr. Arthur _____ seconded it. Mr. Hicks offered up discussion and analysis of the pattern of data. Dr. Tranzor mentioned the data that surrounds violence.

It was reiterated about the Federal Office of Civil Rights naming OUSD in the suit for Equity in Education. A question was posed at 7:45 p.m. to have Chris Chatmon come and explain about "Be the Change" program. It was motioned again to extend by 5 minutes by Ms. Ganley and seconded by Steven Hicks. The motions became compounded to remove the original motion by Dr. Tranzor until more data can be presented. Mr. Williams suggested we go back to the original motions as time is not on our side. Mrs. Bullock further added for clarity the importance of the votes and minutes so that it can get recorded for the Federal Government's rules/laws. And if we wait, the position may not get to be filled until next year (2013-14) because HR has to hire and it is a very lengthy process. At 8:01 p.m. Dr. Tranzor states: There is a motion to begin the 4-Phase AAMA program starting with the creation of a 0.2 teaching position called, "Man-up Elective" at the cost of \$16,000.00.

Steven Hicks seconds the motion and all vote yes to proceed with the reinstatement of the original motion. The motion is read by the SSC secretary. Mr. Jenkins seconds the motion. 7 yes and 4 no

5. Brown Act Briefing (Reporting item) 15 minutes Mr. Ward

Mr. Ward presents information about the Brown Act as he learned from the OUSD attorney. There was a reminder about the 72 hour notification for the SSC meeting and the posting of the Agenda visibly around campus and other information such as the auto-service by phone, email, posting in e-bulletin.

6. District Advisory Council report (Reporting item) 5 min Mr. Williams

SSC Mr. Williams verbally reported on the DAC and presented a 2 page summary with requests for site-wide SSC application and Title I reports as it relates to Montera. (see attached report)

New agenda item #7

7. *Approve Minutes: Review, Comment, Correct*

It was noted there were comments, opinions that were not expressed and miss quoted. SSC Secretary apologized and the document would be edited as directed.

It was noted that the Restorative Justice (*action item*) was tabled for tonight and was not on the agenda nor addressed. It was stated that it would be for the next meeting.

8. Meeting Schedule for the year: including agenda, notice and materials submission dates (Reporting item) 5 min Mr. Ward

The schedule for the year is tabled for another time. TBD. The scheduled meeting is for: December 13, 2012 at 7pm in Montera's Library. All are welcome.

9. Public Comments

It was requested by Ms. Walton, SSC secretary to purchase a tape recording and have a tape recording running as our standard method of accuracy. Ms. Walton would continue to take notes representative of the motions, names, votes, dates and times. Dr. Tranzor said that is in the school budget and that can be done.

10. Adjournment.

8:42 p. m.

Qualifications for Work to be Done

(PartnersSI) has a proven track record with OUSD. With the support of the District and generous funders such as the Irene S. Scully Family Foundation and the S.H. Cowell Foundation, we have partnered with school leaders in three schools (Brookfield Elementary School, New Highland Academy and RISE Community School) to build their capacity. Specifically, our work has helped them strengthen instructional leadership and develop systems for teacher professional learning such as effective teacher collaboration.

The specific staff member assigned to this project was hired according to the following criteria:

Education, Certifications, and Work Related Experience:

- Bachelor's Degree or higher preferred

Knowledge-base Requirements:

- Culturally competent in matters related to African American males entering and continuing through higher education programs
- Numerous, proven, successful instructional practices that support African American male achievement

Technical Competencies and Skills:

- Possesses strong oral and written communication skills
- Works independently with little direct supervision
- Works as part of a team
- Accepts responsibility and is self-motivated
- Demonstrates strong work ethic to achieve academy goals
- Displays effective multi-tasking and time management skills

Other Attributes:

- A vision and a set of core values and beliefs that include a high level of success for all African American males.
- A commitment to keeping the welfare of the African American male a focus of all work
- A willingness to look for and embrace new ideas and perspectives to increase the high school graduation rate of African American male students

Montera Middle School

Manhood Development Program

Scope of Work

The Office of African American Male Achievement agrees to:

- Provide a Manhood Development Program facilitator to work at Monterra M, T, Th, F from 10:30 to 1:30 and Wednesdays from 10:00 to 1:00
- The program starts on January 28, 2013 and ends on June 13, 2013
- Process monthly paper work for check distribution
- Provide monthly professional development
- Provide coaching for the MDP facilitator
- Connect with the principal at least once a month
- Support the school in other efforts to improve the academic performance of all African American Males

Goal:

The Manhood Development Program focuses on three primary data points: GPA, attendance, and suspensions. Our goal is to move all the students in the Manhood Development Program in a positive direction on all three data points. The program focuses on the following learning targets to achieve this goal:

1. Become a life- long learner
2. Increase awareness of blessings and challenges of being an African American male
3. Learn to Successfully navigate school
4. Improve writing skills
5. College and Career readiness
6. Increase Emotional Intelligence (EQ)
7. Increase connectedness to school



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MF

DATE (MM/DD/YYYY)

11/01/12

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).

PRODUCER BPJA Business Professional Insurance Associates 1519 South B Street San Mateo, CA 94402 Virginia Fontana	650-341-4484 650-341-4465	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER: CUSTOMER ID #: PARTN-1	FAX (A/C, No):
INSURED Partners in School Innovation 1060 Tennessee St. 2nd Floor San Francisco, CA 94107		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Riverport Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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 SUBR (INSR) WVC	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>		RIC0012636	11/01/12	11/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		RIC0012636	11/01/12	11/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$		REL0012637	11/01/12	11/01/13	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				W/C STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is named as Additional Insured with regards to the insured's business operations. Additional Insured applies to General Liability policy only.

CERTIFICATE HOLDER Oakland Unified School District 900 High Street Oakland, CA 94601-4405	CANCELLATION 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 <i>Virginia J Fontana</i>
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State and Federal Compliance - CSSSP Modifications 2012-13

School Site #	Priority Area	Student Group Impacted	Item #	Strategic Action	Resource	Object Name	Object Code	Position Code	FTE	Budget Amount
211										
		School Name:	Montera Middle School					Date APPROVED by SSC	24-Oct-	
1	4B: Science, Technology, Engineering, Mathematics (STEM)	Far Below Basic, Below Basic, and Basic	211SQ11B2305	provide professional development on differentiated instruction that will enable teachers to better address the needs of identified students.	3010 - Title I	consultant	5825			\$72,000.00
2	1B: Science, Technology, Engineering, Mathematics (STEM)	Far Below Basic, Below Basic, and Basic		To provide supplemental academic intervention support for identified students	3010 - Title I				0.2	\$16,000.00
3	1E: Accelerating Students through Targeted Approaches* (Collaborative Teacher Inquiry/African American Male Achievement/Academic Language & Literacy/Focal 15/English Learners/Students with Disabilities/GATE)	Far Below Basic, Below Basic, and Basic		To provide supplemental academic intervention support for identified students	3010 - Title I				0.2	\$16,000.00
4	1A: Balanced Literacy & Literacy Across the Curriculum	Far Below Basic, Below Basic, and Basic		Contract with consultant to provide extended day tutoring service for eligible and identified students in English Language Arts	3010 - Title I	consultant	5825			\$36,000.00
5										
6										
7										
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10										
11										
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15										
16										

Department of State & Federal Programs

William Agnew

Date 5/21/13

Search Results

Current Search Terms: partners* in school* innovation*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.962.20130517-1146

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



OAKLAND UNIFIED SCHOOL DISTRICT
State and Federal Compliance
1011 Union Street, Second Floor-Room 3
Oakland, CA 94607

Site Consultant Contract
Check off List

Vendor #/ Name: Partners in School Innovation

Site #/Name: Monterey Amount \$16,000

- In the C3SP or modification description (highlight the doc item)
- Modification – S&F Liaison Signature
- Resource Number
- Resource Name
- Org Key
- Name and Organization
- Under bidding amount
- Check for resource combination (separate contracts)
- Scope of Work Complete
- Cover Sheet, Scope of Work, and Memo match
Hours, dates, not to exceed amount
- Not beyond June 30th
- Signature
- Signature – Principal/Resource Manager
- Dated

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions
 Additional directions and related documents are in the School Operations Library (<http://intanet.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

- For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.epls.gov/epls/search.do>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
- For All Consultants: Proof of Commercial General Liability Insurance naming OUSD as an Additional Insured.
- 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)* tina.tranzor@ousd.k12.ca.us

Contractor Information

Contractor Name	Partners in School Innovation	Agency's Contact	Derrick Mitchell
OUSD Vendor ID #	1083412	Title	Chief Executive Officer
Street Address	1060 Tennessee St., 2nd Fl	City	San Francisco
Telephone	(415) 824-6196	State	CA
		Zip	94107
		Email (required)	admin@partnersinschools.org
Contractor History	Previously been an OUSD contractor? <input 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	01/31/2013	Date work will end	06/14/2013	Other Expenses	\$ 0.00
Pay Rate Per Hour (required)	\$ 49.00	Number of Hours (required)	264.00		

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 Cne	2114850101	5825	\$ 16,000.00
			5825	\$
			5825	\$
Requisition No. (required)	R0313144		Total Contract Amount	\$ 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.epls.gov/epls/search.do>)

1.	Administrator / Manager (Originator)	Name	Tina Tranzor	Phone	(510) 531-6070
	Site / Department		Montera M.S.	Fax	(510) 531-6354
	Signature	<i>[Signature]</i>	Date Approved	4/29/2013	
2.	Resource Manager , if using funds managed by: <input 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>[Signature]</i>	Date Approved	5/22/13	
3.	Regional Executive Officer				
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	Signature	<i>[Signature]</i>	Date Approved	6/10/13	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate Under <input type="checkbox"/> Over <input type="checkbox"/> \$50,000			
	Signature	<i>[Signature]</i>	Date Approved	6/14/13	
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			

[Handwritten signature]

