

Board Office Use: Legislative File Info.	
File ID Number	14-2470
Introduction Date	7/14/15
Enactment Number	115-0039
Enactment Date	11/4/15



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools. Thriving Students.

Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by Procurement) 11/14/15

Subject Professional Services Contract Amendment No. 1 -
Center for Transformative Teacher Training
944/NTSD-HRSS (site/department)

Action Requested Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and Center for Transformative Teacher Training. Services to be primarily provided to 944/NTSD-HRSS for the period of 7/1/2014 through 6/30/2015.

Background
A one paragraph explanation of why an amendment is needed.
The Center for Transformative Teacher Training (CTTT) strives to significantly improve the quality and culture of education for school-aged children, especially those in traditionally underserved communities. Working with organizations that have an urgent focus on improving instruction, leadership, culture, and cultural competency, CTTT helps ensure teachers feel supported and youth are empowered through all their educational experiences and works with each organization to provide a customized plan that helps build internal capacity to have a lasting impact through improved instruction, classroom management, and a positive learning culture.

Discussion
One paragraph summary of the amended scope of work.
Approval by the Board of Education of a Professional Services Contract between the District and the Center for Transformative Teacher Training, San Francisco, CA, for the latter to work in coordination with New Teacher Support & Development-HRSS Plan to support teachers and staff in elevating expectations, provide On-Line Training licenses to the No-Nonsense (NNN) Online Course, a research-validated approach to classroom management and culture for staff; use Real-Time Teacher Coaching, as described in the Scope of Work, incorporated herein by reference as though fully set forth, for the period of July 1, 2014, through June 30, 2015, in an amount not to exceed \$262,400.

Recommendation Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and Center for Transformative Teacher Training. Services to be primarily provided to 944/NTSD-HRSS for the period of 7/1/2014 through 6/30/2015.

Fiscal Impact Funding resource name (please spell out) Unrestricted Instruction-Intern
not to exceed \$ 262,400.00

- Attachments**
- Contract Amendment
 - Copy of original contract and any prior amendments

Board Office Use: Legislative File Info.	
File ID Number	14-2470
Introduction Date	1/14/15
Enactment Number	15-0039
Enactment Date	1/14/15



OAKLAND UNIFIED SCHOOL DISTRICT

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and
Center for Transformative Teacher Training
(CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 7/1/2014,
and the parties agree to amend that Agreement as follows:

<p>1. Services: <input checked="" type="checkbox"/> The scope of work is <u>unchanged</u>. <input type="checkbox"/> The scope of work has <u>changed</u>.</p> <p>If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p><input type="checkbox"/> <u>Revised scope of work attached.</u> OR <input checked="" type="checkbox"/> The CONTRACTOR agrees to provide the following amended services: The amendment is to add New Teacher Support & Development to the scope of work.</p>
<p>2. Terms (duration): <input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u>. <input type="checkbox"/> The term of the contract has <u>changed</u>.</p> <p>If the term has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____.</p>
<p>3. Compensation: <input type="checkbox"/> The contract price is <u>unchanged</u>. <input checked="" type="checkbox"/> The contract price has <u>changed</u>.</p> <p>If the compensation has changed: The contract price is amended by</p> <p><input checked="" type="checkbox"/> Increase of \$ <u>44,720.00</u> to original contract amount</p> <p><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is <u>Two hundred sixty-two thousand, four hundred</u> dollars (\$ <u>262,400.00</u>)</p>

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education and/or the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature] 12/10/14
Date

President, Board of Education

Superintendent

Chief or Deputy Chief

[Signature] 1/15/15
Date

Secretary, Board of Education

CONTRACTOR

[Signature] 12/11/14
Date

Contractor Signature

Jennifer Oranbe, CFO/COO
Print Name, Title

EXHIBIT "A" SCOPE OF WORK

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

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

See attached Proposal for No-Nonsense Nurturer and Real Time Teacher Coach Training.

The following reflects the support for each school:

- East Oakland Pride, Futures Elementary, Alliance, and Roots Academy: 1 in-person No-Nonsense Nurturer Training (shared); 8 days of support to train one Real Time Teacher Coach; 7 days of culture support (1 day to draft culture plan; 2 days to rewrite culture plan with leadership team; 4 days of culture plan support for the principal) and 20 hours of virtual support for the principal over the course of 9 months.
- Reach Academy: Reach will begin the training of their RTTC (7 days) and culture planning process (3 days) because of funds currently available.

For the 2014-15 school year they will need: 1 in-person NNN Training (shared); 1 additional day of support for their RTTC; 5 days of culture planning and 22 hours of virtual support for the principal over 9 months, New Teacher Support & Development 8 days of support to train 4 Real Time Teacher Coaches to support all 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.

This work with the Center for Transformative Teacher Training (CTTT) will help Alliance increase student attendance and reduce rates of office referrals and suspensions by helping the school staff and administration create a more focused academic environment where student behavior is addressed in an efficient, caring, and supportive way.

Student attendance will improve, with an increased number of students attending school more than 95% of the time, due to the fact that students will feel more supported by the adults at school as a result of this work with CTTT.

Office referrals and suspensions will decrease because teachers will have developed the skills needed to address student behavior in classes and build lines of open communication with students' families.

The Center for Transformative Teacher Training is dedicated to significantly improving the quality and culture of education for school-age children in traditionally underserved communities. Their organization will provide this unique, impactful approach to raise student engagement and achievement in OUSD schools.

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 type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" 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 Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):** Please select:

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

Board Office Use: Legislative File Info.	
File ID Number	14-1096
Introduction Date	6/25/14
Enactment Number	14-1316
Enactment Date	6-25-14



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students.

Memo

To The Board of Education

From Antwan Wilson, 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)

6-25-14

Subject

Professional Services Contract -
Center for Transformative Teacher Training (contractor, City State)
963/Region 3 Network Office (site/department)

Action Requested

Approval of a professional services contract between Oakland Unified School District and Center for Transformative Teacher Training. Services to be primarily provided to 963/Region 3 Network Office for the period of July 1, 2014 through June 30, 2015.

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

The Center for Transformative Teacher Training (CTTT) strives to significantly improve the quality and culture of education for school-age children, especially those in traditionally underserved communities. Working with organizations that have an urgent focus on improving instruction, leadership, culture, and cultural competency, CTTT helps to ensure teachers feel supported and youth are empowered through all their educational experiences and works with each organization to provide a customized plan that helps build internal capacity to have a lasting impact through improved instruction, classroom management, and a positive learning culture.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Professional Services Contract between the District and Center for Transformative Teacher Training, San Francisco, CA, for the latter to work in coordination with Region 3 school principals at Futures Elementary School, Roots International, Alliance Academy, East Oakland Pride, Reach Academy and the Family School, and Community Partnerships Department to develop and implement a comprehensive Culture Plan to support teachers and staff in elevating expectations for student achievement and engagement and increasing their ability to deliver on expectations; provide On-Line Training licenses to the No-Nonsense (NNN) Online Course, a research validated approach to classroom management and culture for staff; use Real Time Teacher Coaching, as described in the Scope of Work, incorporated herein by reference as though fully set forth, for the period of July 1, 2014 through June 30, 2015, in an amount not to exceed \$217,680.00.

Recommendation

Approval of professional services contract between Oakland Unified School District and Center for Transformative Teacher Training. Services to be primarily provided to 963/Region 3 Network Office for the period of July 1, 2014 through June 30, 2015.

Fiscal Impact

Funding resource name (please spell out) _____
not to exceed \$ 217,680.00

Attachments

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

Board Office Use: Legislative File Info.	
File ID Number	14-1096
Introduction Date	6/25/14
Enactment Number	14-1816
Enactment Date	6-25-14



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between the Oakland Unified School District (OUSD) and Center for Transformative Teacher Training (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 July 1, 2014 or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than June 30, 2015.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Two Hundred and Seventeen Thousand, Six Hundred and Eighty Dollars (\$217,680.00). 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 \$ _____.
- 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: Kimi Kean
Site /Dept.: 963/Region 3 Network Office
Address: 1000 Broadway, Suite 680
Oakland, CA 94607
Phone: (510) 273-3475

CONTRACTOR:

Name: Center for Transformative Teacher Training
Title: Jennifer Specht Ozanne, Chief Financial and Operations Officer
Address: 1559 Sloat Blvd., #B, Suite 326
San Francisco CA 94132
Phone: 1-800-561-3073 Ext. 9

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: JSO
- 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/hers 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.epis.gov/epis/search.do>)

Summary of terms and compensation:

Anticipated start date: July 1, 2014 Work shall be completed by: June 30, 2015 Total Fee: \$ 217,990.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

6-26-14
Date

6-26-14
Date

CONTRACTOR

[Signature] 5/27/14
Contractor Signature Date

Jennifer Ozanne, CFO/COO
Print Name, Title

File ID Number: 14-1096
Introduction Date: 6-25-14
Enactment Number: 14-1316
Enactment Date: 6-25-14
By:

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.

Approval by the Board of Education of a Professional Services Contract between the District and Center for Transformative Teacher Training, San Francisco, CA, for the latter to work with Region 3 school principals at Futures, Roots International, Alliance Academy, East Oakland Pride, Reach Academy and also the Family School, and Community Partnerships Department to develop and implement a comprehensive Culture Plan to support teachers and staff in elevating expectations for student achievement and engagement and increasing their ability to deliver on expectations; provide On-Line Training licenses to the No-Nonsense (NNN) Online Course, a research validated approach to classroom management and culture for staff; use Real Time Teacher Coaching, as described in the Scope of Work, incorporated herein by reference as though fully set forth, for the period of July 1, 2014 through June 30, 2015, at a cost not to exceed \$217,680.00.

SCOPE OF WORK

Center for Transformative Teacher Training will provide a maximum of _____ hours of services at a rate of \$ _____ per hour for a total not to exceed \$ 217,680.00. Services are anticipated to begin on July 1, 2014 and end on June 30, 2015.

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.

See attached Proposal for No-Nonsense Nurturer and Real Time Teacher Coach Training.

The following reflects the support for each school:

-East Oakland Pride, Futures Elementary, Alliance, and Roots Academy : 1 in-person No-Nonsense Nurturer Training (shared); 8 days of support to train one Real Time Teacher Coach; 7 days of culture support (1 day to draft culture plan; 2 days to rewrite culture plan with leadership team; 4 days of culture plan support for the principal) and 20 hours of virtual support for the principal over the course of 9 months.

-Reach Academy: Reach will begin the training of their RTTC (7 days) and culture planning process (3 days) because of funds currently available. For the 2014--15 school year they will need: 1 in-person NNN Training (shared); 1 additional day of support for their RTTC; 5 days of culture planning and 22 hours of virtual support for the principal over 9 months.

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.

This work with the Center for Transformative Teacher Training (CTTT) will help Alliance increase student attendance and reduce rates of office referrals and suspensions by helping the school staff and administration to create a more focused academic environment where student behavior is addressed in an efficient, caring, and supportive way. Student attendance will improve, with more students attending school more than 95% of the time, because students will feel more supported by the caring relationships they have with the adults at school as a result of this work with CTTT. Office referrals and suspensions will decrease because teachers will have developed the skills needed to address student behavior in classes and build lines of open communication with students' families.

The Center for Transformative Teacher Training is dedicated to significantly improving the quality and culture of education for school-age children in traditionally underserved communities. Their organization will provide this unique, impactful approach to raise student engagement and achievement in OUSD schools.

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

AMENDMENT ROUTING FORM 2014-2015

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1



Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order has been increased by Procurement.

- Contractor and OUSD contract originator reach agreement on modification to original scope of work and compensation.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work must change. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

- Attachment Checklist
- Contract amendment packet including Board Memo and Amendment Form
 - Amended Scope of Work (Be specific as to what additional work is being done by this consultant.)
 - Board approved copy of the original contract and any prior Amendments.

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

Contractor Information

Contractor Name	Center for Transformative Teacher Training	Agency's Contact	Jennifer Specht Ozanne		
OUSD Vendor ID #	V061456	Title	Chief Financial & Operations Officer		
Street Address	1559 Sloat Boulevard #B, Suite 326	City	San Francisco	State	CA
Telephone	800-561-3073 Extension 9	Email (required)	jozanne@cttt.com		
		Zip	94132		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 217,680.00	Original PO #	P1501393	New Requisition #	R0151764
Amended Amount	\$ 44,720.00	Start Date	7/1/2014	End Date	06/30/2015
New Total Contract Amount	\$ 262,400.00	Pay Rate Per Hour		# of Hours	

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
0000	HRSS	944-1620-101	5825	\$ 44,720.00
			5825	
			5825	

Approval and Routing (in order of approval steps)

Additional services above original contract cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

1.	Administrator / Manager (Originator)	Name	Kafi Payne		Phone	510-273-2336
	Site/Department (Name & #)	944/NTSD-HRSS			Fax	
	Signature	<i>[Signature]</i>			Date Approved	12/11/14
2.	Resource Manager , if using funds managed by:	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Community Schools and Student Services				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)					
	Signature				Date Approved	
3.	Network Superintendent/Deputy Network Superintendent					
	Signature	<i>[Signature]</i>			Date Approved	
	Chiefs / Deputy Chiefs Consultant Aggregate <input checked="" type="checkbox"/> Under <input type="checkbox"/> Over \$84,100					
4.	<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>[Signature]</i>			Date Approved	12/10/14
5.	Superintendent, Board of Education <i>Signature on the legal contract</i>					
Legal Required if not using standard contract		Approved		Denied - Reason		Date
Procurement	Date Received			PO Number		

Board Office Use: Legislative File Info.	
File ID Number	14-1096
Introduction Date	2/25/14
Enactment Number	14-1316
Enactment Date	6-25-14



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To The Board of Education
From Antwan Wilson, 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) 6-25-14

Subject Professional Services Contract - _____ (contractor, City State)
 Center for Transformative Teacher Training _____ (site/department)
 963/Region 3 Network Office _____

Action Requested Approval of a professional services contract between Oakland Unified School District and Center for Transformative Teacher Training. Services to be primarily provided to 963/Region 3 Network Office for the period of July 1, 2014 through June 30, 2015.

Background
A one paragraph explanation of why the consultant's services are needed.
 The Center for Transformative Teacher Training (CTTT) strives to significantly improve the quality and culture of education for school-age children, especially those in traditionally underserved communities. Working with organizations that have an urgent focus on improving instruction, leadership, culture, and cultural competency, CTTT helps to ensure teachers feel supported and youth are empowered through all their educational experiences and works with each organization to provide a customized plan that helps build internal capacity to have a lasting impact through improved instruction, classroom management, and a positive learning culture.

Discussion
One paragraph summary of the scope of work.
 Approval by the Board of Education of a Professional Services Contract between the District and Center for Transformative Teacher Training, San Francisco, CA, for the latter to work in coordination with Region 3 school principals at Futures Elementary School, Roots International, Alliance Academy, East Oakland Pride, Reach Academy and the Family School, and Community Partnerships Department to develop and implement a comprehensive Culture Plan to support teachers and staff in elevating expectations for student achievement and engagement and increasing their ability to deliver on expectations; provide On-Line Training licenses to the No-Nonsense (NNN) Online Course, a research validated approach to classroom management and culture for staff; use Real Time Teacher Coaching, as described in the Scope of Work, incorporated herein by reference as though fully set forth, for the period of July 1, 2014 through June 30, 2015, in an amount not to exceed \$217,680.00.

Recommendation Approval of professional services contract between Oakland Unified School District and Center for Transformative Teacher Training. Services to be primarily provided to 963/Region 3 Network Office for the period of July 1, 2014 through June 30, 2015.

Fiscal Impact Funding resource name (please spell out) _____
 not to exceed \$ 217,680.00

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

Board Office Use: Legislative File Info.	
File ID Number	14-1096
Introduction Date	6/25/14
Enactment Number	14-1316
Enactment Date	6-25-14



OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between the Oakland Unified School District (OUSD) and Center for Transformative Teacher Training (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:

1. **Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on July 1, 2014 or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than June 30, 2015.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Two Hundred and Seventeen Thousand, Six Hundred and Eighty Dollars (\$217,680.00). 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.

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 1. Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 2. Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A 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.

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

Professional Services Contract
OUSD Representative:

Name: Kimi Kean
Site /Dept.: 963/Region 3 Network Office
Address: 1000 Broadway, Suite 680
Oakland, CA 94607
Phone: (510) 273-3475

CONTRACTOR:

Name: Center for Transformative Teacher Training
Title: Jennifer Specht Ozanne, Chief Financial and Operations Officer
Address: 1559 Sloat Blvd., #B, Suite 326
San Francisco CA 94132
Phone: 1-800-561-3073 Ext. 9

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: JSO

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/eplis/search.do>)

Summary of terms and compensation:

Anticipated start date: July 1, 2014 Work shall be completed by: June 30, 2015 Total Fee: \$ 217,680.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

6-26-14
Date

6-26-14
Date

CONTRACTOR

[Signature] 5/27/14
Contractor Signature Date

Jennifer Ozanne, CFO/COO
Print Name, Title

File ID Number: 14-1096
Introduction Date: 6-25-14
Enactment Number: 14-1316
Enactment Date: 6-25-14

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.

Approval by the Board of Education of a Professional Services Contract between the District and Center for Transformative Teacher Training, San Francisco, CA, for the latter to work with Region 3 school principals at Futures, Roots International, Alliance Academy, East Oakland Pride, Reach Academy and also the Family School, and Community Partnerships Department to develop and implement a comprehensive Culture Plan to support teachers and staff in elevating expectations for student achievement and engagement and increasing their ability to deliver on expectations; provide On-Line Training licenses to the No-Nonsense (NNN) Online Course, a research validated approach to classroom management and culture for staff; use Real Time Teacher Coaching, as described in the Scope of Work, incorporated herein by reference as though fully set forth, for the period of July 1, 2014 through June 30, 2015, at a cost not to exceed \$217,680.00.

SCOPE OF WORK

Center for Transformative Teacher Training will provide a maximum of _____ hours of services at a rate of \$_____ per hour for a total not to exceed \$ 217,680.00. Services are anticipated to begin on July 1, 2014 and end on June 30, 2015.

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.

See attached Proposal for No-Nonsense Nurturer and Real Time Teacher Coach Training.

The following reflects the support for each school:

-East Oakland Pride, Futures Elementary, Alliance, and Roots Academy : 1 in-person No-Nonsense Nurturer Training (shared); 8 days of support to train one Real Time Teacher Coach; 7 days of culture support (1 day to draft culture plan; 2 days to rewrite culture plan with leadership team; 4 days of culture plan support for the principal) and 20 hours of virtual support for the principal over the course of 9 months.

-Reach Academy: Reach will begin the training of their RTTC (7 days) and culture planning process (3 days) because of funds currently available. For the 2014--15 school year they will need: 1 in-person NNN Training (shared); 1 additional day of support for their RTTC; 5 days of culture planning and 22 hours of virtual support for the principal over 9 months.

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.

This work with the Center for Transformative Teacher Training (CTTT) will help Alliance increase student attendance and reduce rates of office referrals and suspensions by helping the school staff and administration to create a more focused academic environment where student behavior is addressed in an efficient, caring, and supportive way. Student attendance will improve, with more students attending school more than 95% of the time, because students will feel more supported by the caring relationships they have with the adults at school as a result of this work with CTTT. Office referrals and suspensions will decrease because teachers will have developed the skills needed to address student behavior in classes and build lines of open communication with students' families.

The Center for Transformative Teacher Training is dedicated to significantly improving the quality and culture of education for school-age children in traditionally underserved communities. Their organization will provide this unique, impactful approach to raise student engagement and achievement in OUSD schools.

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.
-



Center for Transformative Teacher Training No Nonsense Nurturer (NNN) Strategic Planning & Integration for 2014-2015

School/ Leaders	Total Amount Budgeted and Funding Resource for FY 2014-15	NNN Proposed Key Activities 2014-15	NNN # of Requested On-Line Training Licenses for FY 2014-15 (NTSD funded)	School-wide School Culture Initiatives, ie PBIS, CSC, RJ & Coach Name	Key School Culture Key Activities 2014-15
<i>Sample School A Principal X & TSA Y</i>	\$30,000	<i>Align school culture plan Train TSA and Principal as Real time coaches School-wide training in NNN including August PD day</i>	16 (all teachers)	<i>PBIS – Coach Kevin Edwards CSC – Mary Hurly</i>	<i>Common language and expectations for all common areas Teach and celebrate 6 core values</i>
Futures Brian Purcell	(current as of budget development) \$15,000 (anticipated) \$25,000 \$25,251.00 Resource: EIA-SCE	-Continue PD throughout faculty Mondays -Train TSA and Principal as real time coaches -Integrate NNN into school culture plan -Use on PD Day as NNN training day	13 teachers 1 principal 1 TSA 3 STIP Subs =18 in all -and if possible five staff (After School Academy)	PBIS- Coach Kevin Edwards and Principal Brian Purcell CCS- Mary Tavegia RJ- STIP sub Colleen Tiffenson CPS (Collaborative Problem Solving) - Jennifer Wright	Tier 1 high expectations with common structures, language Common response with all adults when child is office referred (reflection tool w/RJ components) NNN part of Tier one expectations across school
ROOTS Pati Ceja, Ruby DeTie	40,000 \$40,000.00 Resource: SIG	Create school culture plan(blending PBIS, RJ, and current BIL system)/ Train Principal, TSA, Coach in real time teacher coaching, All staff training (August 2014)	18 (all teachers)	PBIS (Vu), RJ Coordinator, Current BIL system	Common language and expectations among staff and students. Teach and celebrate students as the embrace the CORE values of Roots.



School/ Leaders	Total Amount Budgeted and Funding Resource for FY 2014-15	NNN Proposed Key Activities 2014-15	NNN # of Requested On- Line Training Licenses for FY 2014-15 (NTSD funded)	School-wide School Culture Initiatives, ie PBIS, CSC, RJ & Coach Name	Key School Culture Key Activities 2014-15
Alliance Academy Charles Wilson, Marcel Baker	\$30,000.00 Resource: SIG	Train 2 coaches as RTTC / Revise and expand Culture Plan / Participate in one Instructional Round of coaching / Ensure all new staff get trained in NNN / Develop PD for mixed- experience staff on taking NNN to next level.	Have a few NNN Licenses available , will need approximately 10 more	Working with PBIS - Kevin Edwards	Really building out the PBIS structures to support NNN / Create culture of celebration for students and staff making positive, responsible decisions.
East Oakland Pride Carol Johnson- Williams, Jackie Perl	\$30,000.00 Resource: EIA-SCE	Align school culture plan Train TSA and Principal as Real time coaches School-wide training in NNN including August PD day	16 (all teachers)	CSC – Jennipher Carpenter NNN – Culture and Climate TSA (TBD) School Culture Team- C&C TSA & Sam Petty	-Common language and expectations for all common areas - Common language and expectations for all classrooms -Class meetings to build SEL skills -Teach and celebrate core values
Reach Academy John Rastatter	\$35,000.00 Resource: Priority Schools Grant	Create School culture Plan Train TSA and Principal as Real-Time Coaches Real Time Coaching in May 2014 Follow-up training in August 2014 with additional Real – Time Coaching	All Teachers (16) All Classified (5) After-School Coordinator (1)	CSC- Ariel Cohen School Culture (PBIS) – Kevin Edwards, Jessica Gallagher	School-wide Implementation of consistent expectations and vocabulary School-wide Culture Plan to be developed and Included in REACH faculty handbook



<p>Family, School, and Community Partnerships Department (Central)</p> <p>Curtiss Sarikey</p>	<p>\$57,429.00 Resource: General Purpose Funds</p>	<p>The Family, School, and Community Partnerships Department will support this impactful approach to raise student engagement and achievement in OUSD schools.</p>
<p>Total Contract Allocation::</p>	<p>\$217,680.00</p>	



No-Nonsense Nurturer[®] and Real Time Teacher Coach Training[®]

Proposal for:
Oakland Unified School District to support:
Alliance Academy
East Oakland Pride Elementary School
Futures Elementary
Reach Academy
Roots International Academy

Submitted:
May 20, 2014

By:
Kristyn Klei Borrero, Ed.D.
CEO



Introduction

Our mission at the Center for Transformative Teacher Training (CTTT) is to significantly improve the quality and culture of education for school-age children, especially those in traditionally underserved communities.

Working with organizations that have an urgent focus on improving instruction, leadership, culture, and cultural competency, CTTT helps our clients ensure teachers feel supported and youth are empowered through all their educational experiences.

CTTT works with each organization to provide a customized plan that helps build internal capacity to have a lasting impact through improved instruction, classroom management, and a positive learning culture.

Organizational Needs

Alliance Academy began working with CTTT during the 2013-14 school year. The school received the No-Nonsense Nurturer Workshop, the training of Real Time Teacher Coaches, and support with a school-wide culture plan. The successfulness of the work has prompted other school in Region 3 to request the work. Currently proposals are out to East Oakland Pride Elementary School, Futures Elementary, Reach Academy, Roots International Academy and New Teacher Support. Alliance Academy has also requested additional support in the coming year to develop additional Real Time Teacher Coaches for Instruction and support for their new principal.

Overall Proposed Solution

The following proposal reflects the following supports for each school:

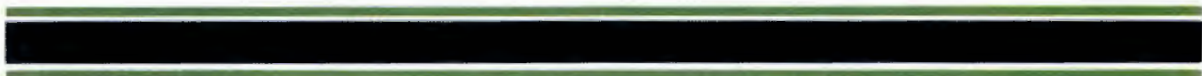
East Oakland Pride, Futures Elementary, Alliance, and Roots Academy : 1 in-person No-Nonsense Nurturer Training (shared); 8 days of support to train one Real Time Teacher Coach; 7 days of culture support (1 day to draft culture plan; 2 days to rewrite culture plan with leadership team; 4 days of culture plan support for the principal) and 20 hours of virtual support for the principal over the course of 9 months.

Reach Academy: Reach will begin the training of their RTTC (7 days) and culture planning process (3 days) because of funds currently available. For the 2014-15 school year they will need: 1 in-person NNN Training (shared); 1 additional day of support for their RTTC; 5 days of culture planning and 22 hours of virtual support for the principal over 9 months.

Proposed Services

NO-NONSENSE NURTURER[®] PROGRAM

Timeline: In-person Trainings before the first day of school with entire school staff





The No-Nonsense Nurturer (NNN) Program is a dynamic, research-validated approach to classroom management and classroom culture. It has enabled thousands of teachers at all grade levels to promote the academic success of their students.

In-Person Workshop

The NNN Workshop is an engaging session for educators that focuses on NNN protocols, theories, and practices. An expert CTTT Associate organizes thought-provoking classroom video analyses, lively discussions, planning periods, and role-plays to increase teachers' skills and confidence as classroom managers. After the workshop, participants are able to implement the NNN Four-Step Model to significantly advance student motivation, participation, engagement, and achievement. Workshop participants receive an NNN handbook to facilitate their learning and to begin their planning for classroom practice. The workshop provides six hours of on-site training for groups of 20-200 participants. Recommended attendees include: teachers, support staff, deans, coaches, and administrators.

Online Course

The NNN Online Course is a highly engaging 14-module learning experience for educators on the NNN classroom management and classroom culture protocols, theories, and practices. Participants learn how to implement the NNN Four-Step Model by reading course content, watching classroom videos and teacher interviews, and completing assessments that assist their understanding. After completing the course, participants have the tools to significantly advance student motivation, participation, engagement, and achievement. Course participants receive the comprehensive Implementation Guide that supports their immediate application of the NNN protocols in the classroom. The Online Course offers non-transferrable licenses per educator.

REAL TIME TEACHER COACHING® MODEL

Timeline: RTTC to be trained over 2014-15 school year

Real Time Teacher Coaching (RTTC) is a cutting-edge coaching model where teachers receive immediate, non-disruptive feedback and tips from coaches via headsets during actual instruction. This feedback supports a teacher's effective implementation of the No-Nonsense Nurturer Program. CTTT offers RTTC in direct support of teachers, as well as training for coaches in how to use the RTTC model to support teachers who are using the NNN program.

For Coaches:

Introduction to Real Time Teacher Coaching

In this overview, prospective Real Time Teacher Coaches learn the protocols and elements of successful RTTC sessions. Participants receive the RTTC Coaching Manual that includes protocol guides, helpful scripts, and coaching basics. This Introduction is offered as a four-hour session for 1-20 participants and is a prerequisite for RTTC training.

Real Time Teacher Coaching Training

In this gradual release model, a CTTT Associate trains two-person teams to use the RTTC model to support teachers in implementing the NNN Program. The model begins with a baseline observation of the teacher. Next, a pre-coaching conference with the teacher allows the CTTT Associate and the coaching trainees to assess and discuss the teacher's understanding of the NNN Four-Step Model. Then, while the teacher is teaching students but without disrupting instruction, the CTTT Associate guides one of the trainees through coaching the teacher in real time, modifying the teacher's practices to increase student engagement. In a post-coaching conference with the teacher, the CTTT Associate supports the coaching trainees in analyzing the RTTC experience. The CTTT Associate and trainees review strategies that the teacher is implementing with fidelity, note successful best practices, and help to "unpack" any misconceptions, habits, resistances, or subconscious mindsets that may inhibit the teacher's ability to successfully engage all students. The CTTT Associate suggests deliverables for the trainees and the teacher for future RTTC sessions. To be most effective, RTTC Training is offered in six- to eight-day packages comprised of several RTTC sessions. The NNN In-Person Workshop or Online Course is a prerequisite for RTTC for teachers and coaches. The Introduction to Real Time Teacher Coaching is a prerequisite for coaches.

Real Time Teacher Coaching Certification for Coaches

After being trained in RTTC, a coach may achieve RTTC certification through a rigorous professional development plan. Coaches seeking certification will participate in additional RTTC coaching days. They will also submit video recordings of their RTTC sessions to CTTT Associates, who will provide focused feedback and practical support to improve the coaches' practices. Coaches will receive twelve to fifteen hours of additional support from a CTTT Associate for certification, and they will obtain certification when they meet the rigorous benchmarks outlined in the CTTT certification rubric.

NO-NONSENSE NURTURER CULTURE PLAN PROGRAM

Timeline: Planning to begin in August 2014; meeting with leadership teams before first day of school; culture support for principals to take place over course of school year

CTTT created the Culture Plan Program to enable school leaders to implement the No-Nonsense

Nurturer Program throughout a school. By incorporating a culture plan, school leaders support teachers and staff in elevating their expectations for student achievement and engagement, and in delivering on those expectations.

A CTTT Associate begins the culture planning process by consulting with school leaders to develop a draft of their school-wide culture plan. This consultation can occur in a one-day meeting or via two or three phone calls spaced over a month.

When the draft of the culture plan is completed, the CTTT Associate leads a two-day workshop to guide school leaders (including administrators and teachers) through evaluating, revising, and refining the draft. Culture plans often address:

- resources and expectations for communications with staff and students' families
- discipline hierarchies and procedures
- reward systems
- operating procedures
- schedules
- other priorities identified by school leaders and the CTTT Associate

An effective culture plan will identify aspects of the current school culture that are working. It will also address the misunderstandings and misgivings that may be present in school communities.

REAL TIME INSTRUCTIONAL COACHING MODEL

Timeline: To begin after RTTC for Management receive certification... expect 2014

Real Time Instructional Coaching expands on the RTTC method of providing teachers with immediate, non-disruptive feedback via headsets. It shifts the coach's attention to the teacher's instructional practices, without sacrificing effective classroom management. The coach provides the teacher with innovative, rigorous techniques that will improve academic outcomes for their students.

Real Time Instructional Coaching guides teachers in systematically implementing "suites" of six to eight instructional strategies that are validated by many leading educational researchers. The suites are customized for each organization. Suites include:

- Art of Explanation
- Questions and Responses
- Checks for Understanding
- Routines for Differentiation

For Coaches:

Training in Real Time Instructional Coaching enables coaches to improve teachers' instructional practices by providing immediate feedback, via the RTTC model, on their application of the suites of instructional strategies.

First, a CTTT Associate introduces coaches to the Real Time Instructional Coaching protocols, allowing coaches to investigate instructional strategies over two days per suite. Coaches review reference sheets, develop a greater understanding of the strategies, and explore protocols through video analysis. Then, in a gradual release model over four days, pairs of coaches work with a CTTT Associate on how to coach the suite of strategies so as to improve teachers' instructional practices.

To be most effective, Real Time Instructional Coaching is offered in six-day packages. Each package consists of an initial two-day visit to review the suite of instructional strategies and a four-day visit three to six weeks later to train coaches in how to give feedback on the suite of instructional strategies. The NNN In-Person Workshop or Online Course and RTTC training are prerequisites for coaches.



CENTER FOR
TRANSFORMATIVE
TEACHER TRAINING

Overview: Total Pricing

OUSD Proposal to support: Alliance, Pride, Futures, Roots, and Reach				
Item	Unit Price	Unit	Quantity	Total
No-Nonsense Nurturer Workshop	\$4,600	Workshop	2	\$9,200
No-Nonsense Teacher Workbook - Charge per participant. Expected 50-75 people per training.	\$6	Each	150	\$900
Introduction to Real Time Teacher Coaching (1 workshop for 9 participants from 5 schools for a total of 1 day)	\$3,000	Workshop	1	\$3,000
Real Time Teacher Coaching Materials Pack (coaching materials including walkie-talkies with earpiece, coaching manual, rubrics)	\$250	Each	6	\$1,500
On-Site Consulting Services	\$4,400	Day	49	\$215,600
Real Time Teacher Coaching for Coaches (2 coaches per team for 2 teams plus one day for Reach; 8 days per team for a total of 17 days) - Each school will have 1 RTTC and Reach will have 2 (because of investment in 2013-14)		Day	17	
No-Nonsense Nurturer Culture Plan (7 days for Pride, Futures and Roots; 6 for Reach, 5 days for Alliance for total of 32 days)		Day	32	
Sub Total On-Site Consulting Services				\$215,600
Professional Services Volume Discount >100 (20%) - Applied for local discount	\$(880)		49	\$(43,120)
Total On-Site Consulting Services				\$172,480
Virtual Support for Principals (20 hour of support per principal; for 5 principals; for a total of 100 hours) Note: \$160 discount per hour applied	\$300	Hour	102	\$30,600
TOTAL PROPOSED				\$217,680



For May Contract:

OUSD Actual May Contract				
Item	Unit Price	Unit	Quantity	Total
No-Nonsense Nurturer Workshop	\$ 4,600	Workshop	2	\$ 9,200
No-Nonsense Teacher Workbook - Charge per participant. Expected 50-75 people per training.	\$ 6	Each	150	\$ 900
Introduction to Real Time Teacher Coaching (1 workshop for 9 participants for a total of 1 day - shared with all schools)	\$ 3,000	Workshop	1	\$ 3,000
Real Time Teacher Coaching Materials Pack (coaching materials including walkie-talkies with earpiece, coaching manual, rubrics)	\$ 250	Each	6	\$ 1,500
On-Site Consulting Services	\$ 4,400	Day	39.5	\$ 173,800
Real Time Teacher Coaching for Coaches (2 coaches per team. Each coach will be paired with another school. Result is each coach team receives 8 days training)		Day	17	
No-Nonsense Nurturer Culture Plan		Day	22.5	
Sub Total On-Site Consulting Services				\$ 173,800
Professional Services Volume Discount >100 (20%) - local discount	\$ (880)		39.5	\$ (34,760)
Total On-Site Consulting Services				\$ 139,040
Virtual Support for Principals (20 hour of support per principal; for 5 principals; for a total of 100 hours) Note: \$160 discount per hour applied	\$ 300	Hour	22	\$ 6,600
TOTAL PROPOSED				\$ 160,240

For Contract Addendum:

OUSD Addendum Contract				
Item	Unit Price	Unit	Quantity	Total
No-Nonsense Nurturer Workshop	\$4,600	Workshop	0	\$-
No-Nonsense Teacher Workbook - Charge per participant. Expected 50-75 people per training.	\$6	Each	0	\$-
Introduction to Real Time Teacher Coaching (1 workshop for 9 participants for a total of 1 day - shared with all schools)	\$3,000	Workshop	0	\$-
Real Time Teacher Coaching Materials Pack (coaching materials including walkie-talkies with earpiece, coaching manual, rubrics)	\$250	Each	0	\$-
On-Site Consulting Services	\$4,400	Day	9.5	\$41,800
Real Time Teacher Coaching for Coaches (2 coaches per team. Each coach will be paired with another school. Result is each coach team receives 8 days training)		Day	0	
No-Nonsense Nurturer Culture Plan		Day	9.5	
Sub Total On-Site Consulting Services				\$41,800
Professional Services Volume Discount >100 (20%) - local discount	\$(880)		9.5	\$(8,360)
Total On-Site Consulting Services				\$33,440



Virtual Support for Principals (20 hour of support per principal; for 5 principals; for a total of 100 hours) Note: \$160 discount per hour applied	\$300	Hour	80	\$24,000
TOTAL PROPOSED				\$57,440

Conclusion

Since 2009, The Center for Transformative Teacher Training has been dedicated to significantly improving the quality and culture of education for school-age children in traditionally underserved communities. We hope to have the opportunity to partner with Oakland Unified School District to provide this unique, impactful approach to raise student engagement and achievement in your schools.



EXPERIENCE

CTTT has significant experience successfully delivering the proposed services in districts throughout the United States. Client references include, but are not limited, to:

Client	Reference and Position	Phone/Email	Services provided:	Timeframe
Teach for America	Tiffany Pett, Managing Director of Design	662.428.2048 Tiffany.Pett@teachforamerica.org	No-Nonsense Nurturer Classroom Culture Program; Training of region-based Real Time Teacher Coaches	March 2009-Present
Shelby County Schools (Formerly, Memphis City Schools)	Monica Jordan, Director of Teacher Talent and Effectiveness	901.827.9743 JordanMonicaW@mcsk12.net	School-wide Culture Plans; No-Nonsense Nurturer in-person and online training; Training of site-based and district-based Real Time Teacher Coaches	March 2010-Present
Denver Public Schools	Mario Giardiello, Director of Teacher Effectiveness Coaches	303.981.4493 Mario_Giardiello@dpsk12.org	No-Nonsense Nurturer Online Course and in-person training; Training of district-based Real Time Teacher Coaches	July 2009-Present
Roosevelt School District	Deborah Moncayo, Director of Staff Development	602.304.3101 debora.moncayo@rsd.k12.az.us	No-Nonsense Nurturer Classroom Culture Program and training of district- and site-based Real Time Teacher Coaches	March 2011-Present
Beecher Community School District	Diana Castle, Director of State and Federal Funding	810.691.0479 dcastle@beecherschools.org	No-Nonsense Nurturer Online Course and in-person training; Training of district-based Real Time Teacher Coaches	August 2012-Present

Research-based program

The following is a summary of independent research conducted on the No-Nonsense Nurturer and Real Time Teacher Coaching Model. Please see the entire research white paper and tables at the end of this proposal.

Evaluation of the Real Time Coaching Model on Elementary, Middle and High School Student On- and off-task Behavior
(Summary of White Paper)

Investigation of the No-Nonsense Nurturer (NNN) Program and Real Time Teacher Coaching

An investigation was conducted to determine the effectiveness of the No-Nonsense Nurturer Classroom Management/Culture Program in conjunction with Real Time Teacher Coaching in 25 classrooms, spanning grades 3-12, in an urban school; the sample school serves 1400 students, with demographics reported as 99% African American and 1% other ethnicities; 83% of the students qualified for free/reduced lunch. The investigation focused on student on- and off-task behaviors, teachers' understanding of the NNN Program, and their implementation of the first three steps (Explicit Directions, Behavioral Narration, and Corrective Action) of the NNN Program.

Experimental Design and Measures

Using a pre/post baseline design or A-B design (Kazdin, 1982), student on- and off-task behaviors were videotaped during various 10 minute sessions. This design was selected to compare student on- and off-task behaviors before and after the implementation of the Real Time Teacher Coaching Model. In the baseline phase, the teacher participants had not received any information or training on the No-Nonsense Nurturer Program or the Real Time Teacher Coaching Model. After the No-Nonsense Nurturer Training teacher were videotaped and after Real Time Teacher Coaching the teacher participants were videotaped a final time.

Student on- and off-task behavior.

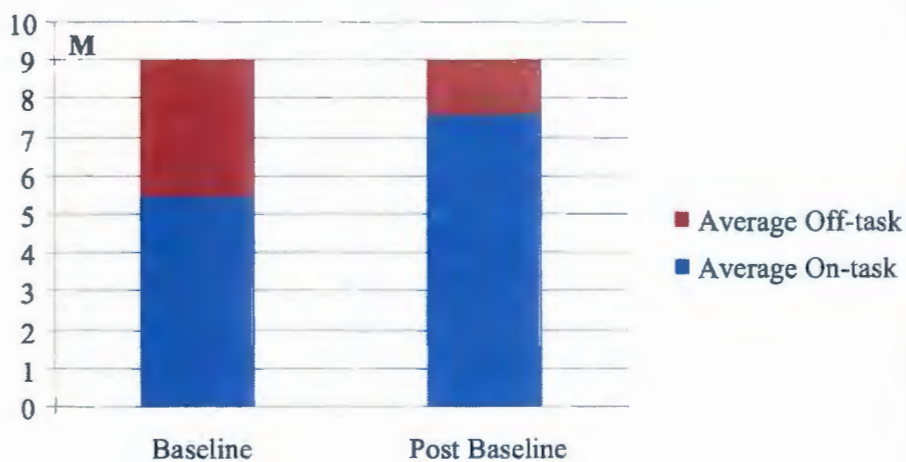
For the purposes of this inquiry, student on-task behavior was operationally defined as any "student behaviors made directly in response to an academic task, command or prompt, which reflect active academic engagement, or academic responses that are written, oral or visual or motor" (Greenwood et al, 1997). All other behaviors in the classroom were considered off-task.

A continuous timed event sampling procedure (Yoder & Symons, 2011) was used to determine the percentage of on- and off-task behavior. During each data collection session, the investigator randomly selected three students to represent the overall on- or off-task behaviors. During the data collection session, an on- or off-task behavior had to occur for at least 10 seconds in order to be recorded. All recorded behaviors were coded as on- or off-task behaviors.

Results

One of the research questions focused on the impact that the training and real time coaching had on student behavior: What effect does the Real Time Teacher Coaching Model have on student on- and off-task behavior? The investigator chose to focus on this question as students with more time on-task behaviors are significantly more likely to have better student achievement results. The following table reports the on- and off-task behaviors of students for all teachers in this study. Across all baseline data-collection sessions, students were on-task for an average of 5.5 minutes and off-task for 3.5 minutes per nine minutes of coded session. In the post baseline sessions, there was an increase in on-task behavior of 7.5 minutes. This was a 36% increase of on-task behavior from baseline as compared to the post baseline phase.

All Teachers: On- and off-task Student Behaviors



Examining these results by grade level, high school teachers in the study had an average of 6 minutes of on-task student behavior in the baseline data collection sessions. In the post baseline sessions, the students were on-task an average of 7 minutes per 9 minutes coded, an increase of 17% from the baseline to post baseline in student on-task behavior.

Elementary and middle school teachers showed the most dramatic results. Elementary teachers' average student on-task was 5.5 minutes for the baseline observations; in the post-baseline sessions there was an increase in the average to 8.5 minutes of student on-task behavior. This increase represents a 55% increase of on-task behavior from baseline to post baseline. Likewise, middle school teachers' student on- and off-task behaviors on-task average for baseline was 4.5 minutes and post baseline phase on-task average increased to 7 minutes. This was a 55% increase from baseline to post baseline on-task behavior.

Summary

Analysis of the on- and off-task student engagement data over the time period of this research study (August – December, 2011) supports the assertion that teachers who effectively implemented the NNN strategies were able to keep their students more consistently engaged in academic activities. Increasing student engagement in on-task behaviors will positively impact their academic performance.

Furthermore, coupling the NNN with ongoing RTC (as opposed to NNN without ongoing RTC) further provided teachers with skills to create classroom environments where students were consistently engaged in on-task behaviors. The data suggest:

1. A multi-phase program that has both group and individual training provides teachers with classroom management skills that are maintained over time.

2. All teachers have different strengths and need different types of support and identifying and incorporating individualized supports, teachers can make the necessary changes per the Real Time Teacher Coaching that bring about sustainable differences to their practice, specifically as it relates to classroom management.
3. Both teacher and student behaviors are positively influenced by the strategies of No-Nonsense Nurturer Program and the Real Time Teacher Coaching Model.
4. There were substantive increases in student on-task behavior as a result of the No-Nonsense Nurturer Program and the Real Time Teacher Coaching Model.

KEY PERSONNEL

The following biographies include key personnel most likely to deliver or manage service.

Kristyn Klei Borrero, Ed.D., President and CEO

Committed to transforming urban education, Kristyn has 17 years of experience in public education. She was a classroom teacher in Ohio and California, where she became the principal of an independent, urban charter school at age 27. As the turn-around principal of East Palo Alto Charter School and the founding principal of Berkeley Maynard Academy in Oakland, Kristyn lead a staff that created dynamic opportunities for college-bound youth. Both schools were recognized for exceeding state academic benchmarks.

As Director of Innovation at Aspire Public Schools she was responsible for securing a \$60 million grant from the Bill and Melinda Gates Foundation. In her role as Interim Area Superintendent at Aspire, Kristyn provided direct support and coaching for in-service principals, all of whom plowed past state and federal academic goals. She has a doctorate from University of California, Berkeley in Educational Leadership.

Michael Prada, Ed.D., Chief Program Officer

Michael is committed to instructional reform and improvement by daring to root out the timidity that stagnates student achievement as evidenced by his over 25 years of educational practice as a teacher, administrator, leadership coach, university faculty, and educational consultant. He began his teaching career working with urban secondary students in Oakland, CA and went on to serve as Activities Director and an Academic Assistant Principal. Michael served as principal for a larger K-8 elementary school in San Francisco and then founded an Early College High School in Oakland, in conjunction with Aspire Public Schools and the University of California, Berkeley. As a Director of Student Services, Michael exercised organizational leadership through development of Board Policy, Administrative Regulations, and ongoing training and coaching. Presently, Michael provides customized support to urban schools that struggle with academic success and culture but have an underlying commitment to educational excellence and student achievement.

Kara Backman, M.Ed., Associate



Passionate about breaking the national poverty cycle in urban and rural education, Kara has 11 years of experience in public education in low socio-economic schools in California. She was a classroom teacher for five years and became a principal at the age of 29. In the Aspire Public School Organization, she led a self-sustaining K-5 site, a turn around K-8 site and went on to be the founding principal at Vanguard College Preparatory Academy, a secondary early college high school model.

Under Kara's leadership, University Charter School was awarded a California Distinguished School. All three schools Kara led, consistently exceeded state academic benchmarks and standards. Kara is passionate about making a difference in people's daily lives through positive influence, student academic success and quality of life. She has her Master's Degree in Educational Leadership from San Jose State University.

Norman Merrifield, M.Ed., Associate

Norman L. Merrifield has this magnetic personality that welcomes change. He is a passionate believer in the power of building relationships that foster success. The energy he brings to his work is based in professional development experiences designed to offer opportunities for empowerment. Before joining the Center for Transformative Teacher Training, Norman's expertise as an International presenter, author, consultant, and instructional designer was developed during his work with Metro Nashville Public Schools (MNPS), The National Urban Alliance for Effective Education (NUA), and Vanderbilt University. With MNPS, he served as a teacher, coach, and instructional designer focused on maximizing the effectiveness, efficiency and appeal of instruction. As a consultant with NUA, he electrified conference halls and classrooms with models of instructional design that blend curricular standards with relevant youth culture. Norman's academic knowledge base was enhanced while earning his Masters in Learning Diversity and Urban Studies at the Peabody College of Vanderbilt University. His intellectual strength is centered on culturally responsive pedagogy, classroom efficacy and the empowerment of urban scholars.

Melissa Monaco Phillips, M.Ed., Associate

Melissa consistently puts serving children at the center of her work in public education and believes urban teachers deserve the highest quality training and ongoing support because they fight on the front lines of the war on poverty. For nearly ten years, Melissa taught and trained teachers in the most underserved neighborhoods of Chicago. At the Academy for Urban School Leadership (AUSL), Melissa led teacher development efforts, real time coaching, and balanced literacy training as an induction/instructional coach in AUSL's new turnaround schools. While in the School Leadership Program at Harvard, Melissa worked on a Spencer Foundation research grant studying interdependence on teacher teams in Boston. Her research was published in the 2011 book, *The Power of Teacher Teams: With Cases, Analyses, and Strategies for Success*. Most recently, Melissa was the Academic Director at the Harvard School of Excellence in Chicago. Additionally, her private sector experience includes several years in the education divisions at Hewlett Packard and Vantage Technologies

Carolyn Reedom, Ed.D

With over ten years of demonstrated success in dramatically improving the skills of educators, Carolyn is a highly sought-after consultant. In over two decades working as a principal and area superintendent in Clark County Schools, she built a track record that was second to none. Under her leadership two schools were ranked #1 in student achievement and she was responsible for opening another school that became the first in the

district to be designated a High Achieving School by the State of Nevada. Dr. Reedom is nationally recognized as area superintendent of the fifth largest school district in the nation, and was selected as a National Distinguished Principal by the U.S. Department of Education and the National Association of Elementary School Principals. However, Dr. Reedom's most cherished honor is an elementary school that was dedicated with her name in October, 2006 in Las Vegas, Nevada.



CERTIFICATE OF LIABILITY INSURANCE

SHR
R045DATE (MM/DD/YYYY)
5/8/2014

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

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

PRODUCER PAYCHEX INSURANCE AGENCY INC 210705 P: F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No): (888) 443-6112
	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Ins Co		NAIC#
INSURED EDUSERVICE INC DBA CENTER FOR TRANSFORMATIVE TEACHER TRAININ 1559 SLOAT BLVD # B STE 326 SAN FRANCISCO CA 94132	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 INSR	SUBR HYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WBG GB7111	10/21/2013	10/21/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER Oakland Unified School District Attn: Procurement 900 HIGH ST OAKLAND, CA 94601	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 
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CERTIFICATE OF LIABILITY INSURANCE

LLG
R022DATE (MM/DD/YYYY)
10-15-2013

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 PAYCHEX INSURANCE AGENCY INC 210705 P:()- F:(888)443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No): (888) 443-6112
	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Ins Co of the Midwest INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED EDUSERVICE INC 1559-B SLOAT BLVD STE 326 SAN FRANCISCO CA 94132		

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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		76 WEG ZY1749	07/01/2013	07/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
 800 98TH AVE
 OAKLAND, CA 94603

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE IN INFORMATION PAGE

INSURER: SEE ATTACHED ENDORSEMENT

NCCI Company Number: 13161

AUDIT PERIOD: ANNUAL

POLICY EFFECTIVE DATE: 07/01/13

POLICY EXPIRATION DATE: 07/01/14

Policy Number: 76 WEG ZY1749

Endorsement Number: 02 HOUSING CODE: 76

Effective Date: 07/01/13

Effective hour is the same as stated in the Information Page of the policy.

Named Insured and Address: EDUSERVICE INC

1559-B SLOAT BLVD STE 326
SAN FRANCISCO, CA 94132

FEIN Number: 954620290

PRO RATA FACTOR: 1.000

PRODUCER NAME: PAYCHEX INSURANCE AGENCY INC

PRODUCER CODE: 210705

It is agreed that the policy is amended as follows:

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

IN CONSIDERATION OF NO CHANGE IN PREMIUM IT IS AGREED THAT:

MAILING ADDRESS IS AMENDED TO READ:
1559-B SLOAT BLVD STE 326
SAN FRANCISCO, CA 94132

*0000276ZY17490414 00368



Countersigned by

Suean L. Castaneda

Authorized Representative

Form WC 99 00 06 A (1) Printed in U.S.A.
Process Date: 09/27/13

Page 1

Policy Expiration Date: 07/01/14

ORIGINAL



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

*0000276ZY17490414 00369



Policy Number: 76 WEG ZY1749

Endorsement Number: 02

Effective Date: 07/01/13 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: EDUSERVICE INC

1559-B SLOAT BLVD STE 326
SAN FRANCISCO, CA 94132

THE POLICY IS AMENDED TO PROVIDE COVERAGE BY THE FOLLOWING INSURERS
IN THE FOLLOWING JURISDICTIONS:

INSURER	JURISDICTION
HARTFORD FIRE INSURANCE COMPANY	13269 TX
ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT	061
HARTFORD CASUALTY INSURANCE COMPANY	14397 NY
ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT	061
HARTFORD INSURANCE COMPANY OF THE MIDWEST	20605 CA
ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT	061

THE COVERAGE PROVIDED IN EACH JURISDICTION IS WITH RESPECT TO THE LOCATIONS OF THE NAMED INSURED IN THAT JURISDICTION IN ACCORDANCE WITH THE WORKERS' COMPENSATION LAW OF THAT JURISDICTION. AS USED IN THIS POLICY, "COMPANY," "WE," "US" AND "OUR" MEAN THE MEMBER INSURANCE COMPANIES OF THE HARTFORD INSURANCE GROUP COLLECTIVELY PROVIDING THIS INSURANCE.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or information of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company, provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the Information Page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by _____ Authorized Representative

49 (Policy Provisions: WC 00 00 00 B)

17

ZY INFORMATION PAGE

WEG WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: SEE ATTACHED ENDORSEMENT



NCCI Company Number: 13161
Company Code: 9

*3500176ZY17490101 03207



POLICY NUMBER: 76 WEG ZY174
Previous Policy Number: 76 WEG ZY174

Suffix
LARS RENEWAL
03

1. Named Insured and Mailing Address: EDUSERVICE INC
(No., Street, Town, State, Zip Code)

FEIN Number: 954620290
1 BLACKFIELD DR #137
TIBURON, CA 94920

State Identification Number(s):

The Named Insured is: CORPORATION
Business of Named Insured: CONSULTANT - NOC
Other workplaces not shown above: SEE ATTACHED SCHEDULES

2. Policy Period: From 07/01/13 To 07/01/14
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: PAYCHEX INSURANCE AGENCY INC

PO BOX 33015
SAN ANTONIO, TX 78265
Producer's Code: 210705

Issuing Office: THE HARTFORD
55 FARMINGTON AVE., SUITE 301
HARTFORD CT 06115
(877) 287-1312

Total Estimated Annual Premium: \$3,745
Deposit Premium:
Policy Minimum Premium: \$600 CA (INCLUDES INCREASED LIMIT MIN. PREM.)

Audit Period: ANNUAL
Installation Term:
The policy is not binding unless countersigned by our authorized representative.

Countersigned by *Susan S. Castaneda* 05/11/13
Authorized Representative Date

INFORMATION PAGE (Continued)

Policy Number: 76 WEG ZY1749

3. A. Workers Compensation Insurance: Part one of the policy applies to the Workers Compensation Law of the states listed here: CA, NY, TX

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily injury by Accident	\$1,000,000	each accident
Bodily Injury by Disease	\$1,000,000	policy limit
Bodily injury by Disease	\$1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, AND
STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. This policy includes these endorsements and schedule:

WC 99 00 05 WC 00 04 21C WC 00 04 22A WC 04 03 03 WC 04 04 22
SEE ENDT

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
---	--	---------------------------------------	--------------------------------

(SEE ATTACHED SCHEDULES)

INCREASED LIMITS PART TWO (9812)	6
CA TERRITORIAL DIFFERENTIAL PREMIUM 9686 (0.870)	-493
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	317
PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION	269
CA SMALL POLICY CREDIT	-297
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	3,274
EXPENSE CONSTANT (0900)	200
TOTAL ESTIMATED STATE SURCHARGE	159
TERRORISM (9740)	112
TERRORISM (9740) PER CAPITA	0
CATASTROPHE (9741)	0
CATASTROPHE (9741) PER CAPITA	0
TOTAL ESTIMATED ANNUAL PREMIUM	3,745

Total Estimated Annual Premium:	\$3,745
Deposit Premium:	
Policy Minimum Premium:	\$600 CA (INCLUDES INCREASED LIMIT MIN. PREM.)

Interstate/Intrastate Identification Number: / 000000000

Labor Contractors Policy Number: NAICS:
SIC: 8748

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

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 type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input 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.sam.gov/portal/public/SAM/)
	<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 checked="" 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) Renee.McMearn@ousd.k12.ca.us

Contractor Information

Contractor Name	Center for Transformative Teacher Training	Agency's Contact	Jennifer Specht Ozanne				
OUSD Vendor ID #	V061456	Title	Chief Financial and Operations Officer				
Street Address	1559 Sloat Blvd., #B, Suite 326	City	San Francisco	State	CA	Zip	94132
Telephone	1-800-561-3073 Ext. 9	Email (required)	jozanne@cttt.com				
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	July 1, 2014	Date work will end	June 30, 2015	Other Expenses	\$
Pay Rate Per Hour (required)	\$ —	Number of Hours (required)	—		

Budget Information


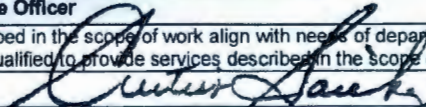

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
		Detail attached per site	5825	\$ 217,680.00
			5825	\$
			5825	\$
Requisition No. (required)			Total Contract Amount	\$ 217,680.00

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	Kimi Kean, Executive Officer		Phone	(510) 273-3475	
	Site / Department	903/Region 3 Network Office			Fax		
	Signature				Date Approved	5-29-14	
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Family, Schools, and Community Partnerships						
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)						
	Signature				Date Approved		
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				Date Approved		
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under , Over \$50,000						
	Signature				Date Approved	6-5-14	
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	