

Board Office Use: Legislative File Info.	
File ID Number	12-2502
Introduction Date	12-12-12
Enactment Number	12-2965
Enactment Date	12-12-12



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** The Board of Education  
**From** Tony Smith, Ph.D., Superintendent  
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
 Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date**  
*(To be completed by Procurement)* 12/21/12

**Subject** Professional Services Contract -  
Educators for Social Responsibility Cambridge MA (contractor, City State)  
High School Network (site/department)

**Action Requested** Ratification of a professional services contract between Oakland Unified School District and Educators for Social Responsibility. Services to be primarily provided to High School Network for the period of 08/01/2012 through 06/30/2013.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*  
 Common core implementation is expected to build capacity of OUSD high school teachers to support student mastery of requisite academic content and cognitive strategies for postsecondary readiness. Teachers must be able to deliver instruction that is engaging and adequately differentiated to meet the diverse needs of our students. As well, our schools must have intervention systems in place to maximize student success and prevent cycles of failure. The consultant, Educators for Social Responsibility, is a national expert in the field of RTII (Response to Intervention and Instruction) and will assist us to address these needs.

**Discussion**  
*One paragraph summary of the scope of work.*  
 ESR will provide three strands of professional development to support collaborative approaches for development of effective Response to Intervention and Instruction practices in OUSD high schools: **(1) Principals:** Collaborate with district leaders on a professional learning strand for principals to deepen understanding of RTII **(2) SLC Leadership Teams:** Support SLC Assistant Principals and teacher leaders to acquire skills for effective team leadership **(3) Oakland Tech:** Support leadership and faculty to institutionalize instructional strategies and practices that will reach and engage all learners (model implementation for other high OUSD schools)

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Educators for Social Responsibility. Services to be primarily provided to High School Network for the period of 08/01/2012 through 06/30/2013.

**Fiscal Impact** Funding resource name (please spell out) Smaller Learning Communities and Investing in Innovation Program not to exceed \$ 80,000.00

**Attachments**

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

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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Educators for Social Responsibility (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 08/01/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Eighty Thousand Dollars (\$80,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: NA

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:* NA 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: Cleo Protopapas  
Site /Dept.: High School Network  
Address: 1025 2nd Ave.  
Oakland, CA 94606  
Phone: (510) 501-7020

**CONTRACTOR:**

Name: ESR Professional Services  
Title: Professional Services Manager  
Address: 23 Garden Street  
Cambridge MA 02138  
Phone: (617) 492-1764

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: 

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

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

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.  
 CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.  
 Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/search.do>)

Summary of terms and compensation:

Anticipated start date: 08/01/2012 Work shall be completed by: 06/30/2013 Total Fee: \$80,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Date

11/5/12

Secretary, Board of Education

Date

Certified: [Signature]  
Edgar Rakestraw, Jr., Sec

Board of Education

CONTRACTOR

Contractor Signature

Date

[Signature] 8/15/12

Larry Dieringer

ESR Professional Services

Print Name, Title

Executive Director

File ID Number: 12-2502

Introduction Date: 12-12-12

Enactment Number: 12-2965

Enactment Date: 12-12-12

By: [Signature]

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.

ESR will provide three strands of professional development to support collaborative approaches for development of effective Response to Intervention and Instruction practices in OUSD high schools: (1) Principals: Collaborate with district leaders on a professional learning strand for principals to deepen understanding of RTII (2) SLC Leadership Teams: Support SLC Assistant Principals and teacher leaders to acquire skills for effective team leadership (3) Oakland Tech: Support leadership and faculty to institutionalize instructional strategies and practices that will reach and engage all learners (model implementation for other high OUSD schools)

SCOPE OF WORK

Educators for Social Responsibility will provide a maximum of 800.00 hours of services at a rate of \$100.00 per hour for a total not to exceed \$80,000.00. Services are anticipated to begin on 08/01/2012 and end on 06/30/2013.

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

- (a) Needs Assessment and Preliminary Planning: ESR program consultant will conduct preliminary planning with the High School Executive Officer, SLC & i3 Director, and Principal & Leadership team of one SLC high school to refine goals, scope of work, and roles and responsibilities for the following services; (b) Principal Leadership Development: Provide a professional learning strand to deepen Principal understanding of the RTII framework and the ways to systemize a cohesive set of school-wide academic interventions that will reduce failure rates and increase achievement and graduation rates. (c) SLC Leadership PD: Provide PD for members of 9th grade leadership teams to support their developing highly effective professional learning communities working strategically, and mutually accountable for, high student achievement. (d) Oakland Tech: Provide year-long professional development for staff, comprised of an Institute and embedded coaching, to support teachers in creating high-achieving classrooms through use of a range of research-based instructional strategies for engaging all students and building a community of learners who can engage productively in whole group, small group, and independent work. The attached MOU provides greater detail on each of these work streams.

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.

Through increasing the quality of instruction and RTII in 9th grade at Oakland Tech (to serve as a model implementation site) we expect to meet the annual targets of our SLC and i3 Federally Funded Programs which include:

- (a) Accelerate achievement for 9th grade students as measured on ELA and Math standardized tests and/or course grades, towards significantly increasing the graduation rate and post-secondary readiness for this cohort of students. (b) Increased capacity of principals, teacher leaders, faculty, and students to achieve teaching and learning goals set forth in the attached MOU centered on responsive instruction and effective interventions through effective RTII.

As a part of federal requirements associated with SLC and i3, we are measuring student outcomes related to SLC and i3 work annually, and under i3 we have an external evaluator who will monitor the fidelity of our implementation and impact on student outcomes.

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

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

**Addendum**  
to  
**Contract No. 12-2502 (“Contract”) by and between**  
**Oakland Unified School District (“District”)**  
and  
**Educators for Social Responsibility (“Contractor”)**

**This Addendum to the above-referenced Contract** is entered into by and between the District and the Contractor and shall take effect on the same date as the Contract. The parties intend this Addendum to take effect as a modification to the Contract in accordance with Section 25 of the Contract. To the extent this Addendum is inconsistent with any provision of the Contract, this Addendum shall control and shall be deemed to be an amendment duly executed and adopted pursuant to Section 25 of the Contract. All terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Contract.

1. The District understands and acknowledges that the Contractor is in the business of performing services similar to those to be provided under the Contract (the “Services”) for other parties and that, in performing the Services, the Contractor will draw on its experience and from its published and unpublished materials regarding this subject matter.

In light of the foregoing and notwithstanding Section 16 of the Contract, all rights, title, and interest, including without limitation all copyrights and other intellectual property rights, in any and all materials, content, protocols, processes or other items of any nature, developed, created or produced by ESR and all enhancements, improvements, derivative works, or other modifications thereto (collectively referred to herein as “Materials”), including all such Materials developed, created or produced in the course of performing the Services for the District, are and shall remain at all times owned exclusively by ESR. ESR expressly reserves all rights not expressly granted to the District under the Contract and this Addendum.

Contractor hereby grants to the District a non-exclusive, nontransferable, royalty-free license to use, reproduce, display, and distribute the Materials that Contractor provides to the District solely for the internal use of the District’s High School Network. The District may not use, rent, or otherwise make the Materials available for any other purpose or for the benefit of any third party, through a service bureau or otherwise, including, without limitation, any other department, board, school, or agency of the District. The District may not modify or create derivative works from the Materials without Contractor’s prior written approval, which may be granted or withheld in the sole exercise of Contractor’s discretion. The District may not post the Materials on a public Website or on the Internet. The Materials may be posted on a limited-use Intranet or other limited distribution Website with the prior written consent of Contractor, *provided* the Materials will not be made available to unauthorized third parties or for unauthorized purposes through such Intranet or limited distribution Website.

2. Indemnification, as described in Section 15, applies only in connection with the acts or omissions of the Contractor in the performance of the Agreement and for losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to and under the supervision or control of Contractor in connection with Contractor’s performance of this Agreement.
3. In the event of termination for breach of agreement, OUSD may secure the required services from another contractor, as described in Section 18. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, Contractor shall pay the additional cost, up to and no more than 10% over and above the cost of Contractor services.

Except to the extent that the same may be modified by this Addendum, the terms of the Contract remain in full force and effect and are hereby ratified and confirmed by the District and the Contractor.



EXECUTED as a Special Agreement, attached to and made a part of the above-referenced Contract, effective as of the Effective Date of the Contract.

**Auditor:**

**Contractor:**

**Awarding Authority/Official**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

*[Handwritten Signature]*  
Executive Director

\_\_\_\_\_  
Title

ESR

\_\_\_\_\_  
Title

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE

By: \_\_\_\_\_

Attorney at Law

## Memorandum of Understanding (MOU)

**ESR**  
EDUCATORS  
for  
SOCIAL  
RESPONSIBILITY

23 Garden Street  
Cambridge, MA 02138

**School Name:** Oakland Unified School District  
**School Contact Person:** Cleo Protopapas, Project Director,  
High School Office  
**School Address:** 1025 Second Ave, Room 109, Oakland, CA  
94606  
**School Email:** cleo.protopapas@ousd.k12.ca.us  
**School phone Number:** 510-501-7020

**ESR Contact:** Lisia Morales, Professional Services Manager  
**Phone:** 617-492-1764 x19  
**Fax:** 617-864-5164  
**Email:** lmorales@esrnational.org

**School/District Name:** Oakland Unified School District and Oakland  
Tech High School

**Location:** Oakland, CA

**Focus of Services:** Reaching and Engaging All Learners & Leadership  
Development

**Dates of Services:** August 2012 – June 2013

**ESR Consultant:** Nicole Frazier, Carol Lieber, Michele Tisiere

### **I. Project Summary**

#### ***Overall Goal***

Educators for Social Responsibility (ESR) will serve as a primary thought partner with Oakland Unified School District, more specifically ESR will work with district leaders (High School Executive Director, and SLC & i3 Director), Oakland Technical High School and the SLC leadership teams of three high schools in OUSD. The ESR program consultants will coach, collaborate and consult with OUSD to help them in supporting High Performing, High Achieving Classrooms and leadership development.

#### ***Background***

Educators for Social Responsibility (ESR) is a national leader in school reform and provides professional development, consultation, and educational resources to adults who support the development of young people in middle and high school. Since the early 1980s, ESR has a long history and a wealth of experience facilitating the change process and much practical expertise in creating positive learning environments in schools.

ESR creates, disseminates, models and teaches core practices that reduce educational disparities and facilitate equal access to quality instruction and opportunities for students. In addition, ESR helps schools build high quality social and emotional learning programs and initiatives that promote respect and help to reduce intolerance, harassment, bullying, and risky and aggressive student behaviors. We also help students develop and strengthen social skills, emotional competencies, and qualities of character that increase personal and interpersonal efficacy and cultivate social responsibility.

ESR offers a research-based, youth development oriented approach. This comprehensive approach helps schools build a positive climate and culture, a disciplined and supportive learning environment, and personalized, high-achieving and high performing classrooms that promote healthy development and academic success for *all* students. Our aim is to ensure that every student develops the tools, skills, and attitudes that enable them to graduate from high school with a postsecondary plan that matches their talents, abilities, interests, and aspirations.

## II. Responsibilities - Work Plan / Activities

The work for this contract will commence in August 2012 and will finish in June 2013.

### 1. Needs Assessment and Preliminary Planning

The ESR program consultant will conduct preliminary planning with the High School Executive Director, SLC & i3 Director, and principal and leadership team of Oakland Tech to establish goals, a scope of work, and roles and responsibilities. The ESR consultant will also map out timelines and action steps to create a work-plan to ensure successful implementation of the project. We will help the district leaders articulate, prioritize, and schedule specific professional learning strands for the principals, SLC leadership teams, and Oakland Tech for the year that will be delivered through institute days, proficiency modules, group embedded coaching, and targeted workshops.

### 2. Oakland Tech High School's Professional Services

Creating High-Performing, High-Achieving Classrooms helps teachers learn a range of research-based instructional strategies for engaging all students and building a community of learners who can engage in whole group, small group, and independent work. Teachers learn how to model, teach, practice, and assess habits of learning that increase student efficacy, self-discipline, responsible decision making and group participation skills along with key metacognitive, social and emotional life skills that have the biggest impact on student achievement in all classrooms. Engagement strategies and structures like academic conferencing, and cooperative learning protocols increase students' motivation, attention, effort, and ownership of learning.

\* ESR's holistic approach to teacher effectiveness is compatible with Charlotte Danielson's *Enhancing Professional Practice: A Framework for Teaching* (2007).

**Professional Development Institute:** ESR will support faculty members in a summer institute and follow up \* professional learning days to develop and strengthen a set of shared research-based classroom instructional strategies across all grade levels and across all academic courses. Staff will develop a deeper understanding of the characteristics of five kinds of adolescent learners, factors that influence students' capacity to learn, and benchmarks of adolescent growth and development.

Staff will also acquire knowledge and skills and participate in experiences that align with the common core and that will support them in establishing: 1) a well-paced, well-managed, and organized classroom that creates and maintains a safe, orderly, respectful, learning-focused culture; 2) A high performing community of learners who can engage effectively and efficiently in whole group, small group, and independent student work.

Core practices that faculty will learn and/or deepen could include: (a) real time formative assessment; (b) academic and behavioral conferencing; (c) practice and mastery of habits of learning and self-discipline; (d) effective teacher talk; (e) teaching for thinking: problematizing the curriculum; (f) differentiation by choice and challenge; (g) effort-based learning.

\* The ESR consultant will work with the principal and key leaders to identify the core practices and strategies most essential to the needs of the staff.

\* The ESR consultant will work with the full staff on three professional development days.

**PD Proficiency Modules (Workshops):** The ESR consultant will provide proficiency modules, time permitting, that reinforce core knowledge, skills and instructional strategies that are introduced in the institute and professional development days that lead to implementation of shared instructional strategies among the staff.

**Embedded Coaching:** ESR provides embedded coaching directly to grade-level teams, departments, and course-alike cohorts. The ESR consultant will maximize capacity in school leaders at Oakland Technical High School to facilitate structured instructional rounds, using an observation protocol to collect data that aligns with the core knowledge and skills learned in the institute days and proficiency modules. Through a group embedded coaching framework and protocols, the ESR consultant will involve cohorts of teachers in a collaborative inquiry cycle to analyze data, and will provide targeted coaching that is aligned with data trends. This will support teachers in their efforts to make their own teaching practice more public and visible.

**Coaching Capacity for Assistant Principals:** ESR provides individual coaching, collaboration and consultation to school leaders responsible for supporting teacher effectiveness. Sessions are driven by the school improvement goals and goals self-identified by staff members and teams. The ESR consultant will serve as a thought partner; a coach who listens and ask meditative questions to support thinking, a consultant who provides ideas, examples, and case studies to jumpstart thinking, and a collaborator who helps facilitate strategic problem solving.

ESR will provide side-by-side mentoring and coaching for school leaders so they can conduct more intensive and targeted instructional rounds. ESR will assist school leaders in strengthening their observation and coaching skill sets in order to identify, discuss, and evaluate the differences between effective and ineffective teaching practices. ESR will maximize capacity in school leaders to develop a feedback system and protocol using data and a reflecting conversation framework.

ESR will also work closely with the leadership teams and school leaders to closely align embedded professional learning to principal expectations, teacher evaluation, core standards and successful implementation of shared instructional practices.

**Assessment and Evaluation Activities:** The ESR program consultant will work with school leaders to help them identify a transparent method to set up a system to review ninth grade data periodically, assess results, and adjust classroom instructional and behavioral supports. This will result in a data assessment method and numerical targets for student outcomes that serve as benchmarks and indicators of success.

### **3. Principal Leadership Development**

ESR will collaborate with district leaders on a professional learning strand for principals to deepen their understanding of the RTII framework and the ways to systematize a cohesive set of school-wide academic interventions that will reduce failure rates and increase achievement and graduation rates.

More specifically, ESR will facilitate workshops for principals on the following:

- Data collection systems and data monitoring and review cycles to inform academic interventions and assess the progress of the interventions

- Systems and protocols for identifying students at academic risk and explore three tiers of scaffolded instructional and academic learning supports and academic interventions that are customized to meet a range of students' learning needs
- Support structures and strategies around monitoring and motivating student progress, and advising students and parents on accessing needed instructional services.
- Clear systems of early indicators for student intervention (struggling and/or unchallenged students) and types of academic interventions for individuals and groups of students.

#### **4. SLC Leadership Development**

**Coaching Capacity for Assistant Principals and Teacher Leaders:** ESR will support the assistant principal and teacher leaders to tackle the skills and craft of leading teams through workshops throughout the year. The ESR consultant will work collaboratively with assistant principals and teacher leaders to create the conditions in professional learning communities where teachers are thinking and learning together about their practice. This type of facilitated dialogue will support and sustain a shared vision of the educational program, where teachers take collective responsibility for students' learning and their academic success.

ESR will work with district leaders to identify a venue to maximize capacity in the assistant principals and teacher leaders with a focus on the following: effective and productive (results-oriented) collaboration; team work to explore and agree upon instructional practices that will reach and engage all learners; provide direct professional learning, coaching and consultation to help teacher leaders work with their teams to develop their goals, roles, responsibilities and agreements for how they will learn and work together; support teacher-leaders by co-facilitating beginning sessions or by modeling specific learning protocols that ESR expects leaders to learn and deliver (i.e. lesson study, sharing of student work, data analysis protocols, collegial inquiry, or text seminars); decision making and consensus building tools; conflict management; dealing with difficult people; how to influence for results; constructive group feedback; problem solving skills.

### **III. Materials**

All participants will receive *Making Learning REAL: Reaching and Engaging ALL Learners*. The guide is organized around seven core practices that increase engagement in learning, including a set of readings that link theory and research to each of the core practices. *Making Learning REAL* also offers a comprehensive guide for assessing student learning; ideas for preparation and start-up of the new school year, the first day of class, and the first month of school; and a primer on personal conferencing. Over 60 protocols in a special appendix offer suggestions for incorporating topics from *Making Learning REAL* into school-based professional development.

The SLC Leaders will receive a collection of critical documents and build a leadership notebook to deepen and cultivate their knowledge, skills and competencies.

### **IV. Outcomes**

#### **Oakland Tech**

##### **School Outcomes**

- Accelerated achievement for 9<sup>th</sup> grade students
- A culture of collaboration amongst 9<sup>th</sup> grade teams to support the social, cognitive and emotional development of students

### **Faculty Outcomes**

- Greater understanding, commitment and competencies related to modeling, teaching, practicing, and assessing habits of learning
- Positive relationships between students and adults as the basis for supporting students' personal, academic, and postsecondary development.

### **Student Outcomes (9<sup>th</sup> grade students)**

- Increases in pass rates on state test; average pass rates for all courses; average number of credits that students earn annually; and the percentage of students who earn adequate credits to reach sophomore status after one year of high school
- On track to graduation/course completion
- Increases in skillfulness analyzing academic data, setting and reflecting upon academic and personal goals, managing time, organizing materials, developing efficient study skills, acquiring effective communication skills, working collaboratively with others, problem solving and advocating for oneself
- Increases in student academic persistence and performance, self-directedness, and self-management
- Able to self-assess habits of learning
- Increases in average daily student attendance

### **Teacher Leader Outcome**

- A professional teaching and team culture focused on continuous learning, data informed instructional improvement, collaboration, and embedded professional development through grade level, course-alike, and department teams.

## **V. Evaluation Plan**

ESR will partner with the Center for Research in Educational Equity, Assessment, and Teaching Excellence (CREATE) at the University of California, San Diego who will provide formative and summative analysis of our efforts to support **Oakland Tech**. CREATE researchers will design and arrange for surveys in the fall and spring, targeting participating teachers and students to ascertain teachers' knowledge and implementation of the ESR-related practices. ESR staff will help to administer surveys and other evaluation tools. For example, the pre-survey will gauge teachers' existing knowledge of restorative practices, problem-solving strategies, instructional strategies and supports, and familiarity with various academic interventions, protocols and procedures. The post-survey will be administered at the end of the academic year and will gauge individual and school-level faculty understanding of these practices, after working closely with ESR. Student surveys will accompany the teacher surveys to gauge their classroom experiences as their teachers implement ESR practices, including program implementation and effectiveness on two key factors: (1) personalization – improved teacher-student relationships and (2) academic environment – improved learning environment (e.g. classroom organization, pacing, scaffolding, and rigor).

Finally, CREATE researchers will analyze measures of student academic achievement. Direct measures will include state test scores in English and mathematics, course passing rates in English and mathematics, and GPAs if relevant. Indirect measures will include attendance, suspension rates, and tardies. A fidelity measure will be constructed to assess the degree of classroom implementation of the ESR program. This measure will be based on a composite of ongoing classroom observations by ESR as well as teacher and student survey responses. This measure will be included as a predictor in several regression models, which will examine the relationship between school and teacher implementation of the reform, academic impact(s), and student perceptions of their learning experiences.

## **VI. Communication Plan**

The ESR consultant shall ensure regular and ongoing communication between the parties during on-site visits, via phone, Skype and email.

## **VII. Consultant Bio(s)**

**Nicole Frazier** joined ESR in 2009. Nicole has extensive experience in secondary school re-design, instruction, data-driven decision making, professional development, advisory, postsecondary supports, and freshman orientation and intervention programs. She has wide-ranging experiences having worked with urban at-risk youth, rural schools, English language learners, high-performing large comprehensive high schools, and small turnaround schools. Nicole helps leadership teams and faculty develop school-wide systems and practices that support teaching and learning to build an intentional academic culture.

**Carol Miller Lieber** is a national leader in integrating principles of personalization and youth development into everyday practices and structures for middle and high schools. As a senior consultant for Educators for Social Responsibility, she supports schools at every level to embed the five R's— rigor, relevance, relationships, responsibility, and readiness for college and career.

Facilitating academic success, healthy development, and postsecondary aspirations for every student has been at the heart of her work for over 40 years. Lieber has taught students at all grade levels, co-founded a small urban secondary school in 1973, and served as a faculty member at Washington University, University of Missouri, and Lesley University in Cambridge. She is the author of many books and other publications including: *Making Learning REAL*, *Getting Classroom Management RIGHT*, *The Advisory Guide*, and “Increasing College Access through School-Based Models of Postsecondary Preparation, Planning, and Support”.

**Michele Tissiere**, ESR's director of professional services, began working with ESR in 1989. She has extensive experience in the creation of systems and structures for effective change, helping to shape faculty, peer and classroom cultures. Currently she works with urban elementary, middle, and high schools and districts. She supports principals and leadership teams on data-driven dialogue, instructional practice, curriculum design, and assessment. She has consulted with middle and high schools on school-wide initiatives to improve climate and culture. Michele earned an M.S. from Colorado State University in 1982 and a B.S. from SUNY Geneseo in 1980.

## **VIII. Terms of Invoicing and Payment**

ESR will invoice on a monthly basis for services rendered. Payment is due within 30 days.

## **IX. Cancellation of Services**


ESR requires a three-week notice should OUSD need to cancel specific trainings associated with this contract. If OUSD fails to give a three-week notice prior to a specific training, OUSD will be responsible for all expenses associated with cancellation of travel related to this training

**X. Budget**

Honoraria (47.5 days @ \$1,150/day)	\$54,625
Airfare (9 trips @ \$500/trip)	\$4,500
Long Distance Travel Stipend (9 trips @ \$250/trip)	\$2,250
Ground Transportation (26 days @ \$100/onsite day)	\$2,600
Lodging (26 nights @ \$250/night)	\$6,500
Meals (26 days @ \$40/day)	\$1,040
Making Learning REAL Guides (75 @ \$42.30/guide)	\$3,172.50
Shipping @ 10%	\$317.25
Copying	\$736
Supplies	\$300
Phone	\$150
Subtotal	\$76,190.75
Admin/Coordination @ 5%	\$3,809.54
<b>Total Due</b>	<b>\$80,000</b>

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**Signatures**

Client:   
Role: Proj Director SLCS i-3  
Date: 7/1/12

ESR:   
Role: Executive Director ESK  
Date: 08/15/12



## Summary of Qualifications for ESR

### **DEMONSTRATED SUCCESSFUL EXPERIENCE**

Educators for Social Responsibility (ESR) provides research-based professional development, resources and support to foster increased academic achievement, healthy social and emotional development, and school success for students in K-12 schools. ESR has a proven track record of offering practical consultation, training, coaching, and resources to schools through a wide variety of programming in four areas essential to school success: 1) climate, discipline, and behavior supports; 2) youth development; 3) student-centered teaching and learning; and 4) vision and culture. We provide these services individually and in various combinations, including all of them combined for whole school reform.

We have far-reaching experience in managing complex change, and are producing results annually in over 150 schools, primarily in large urban school districts such as New York, Atlanta, Austin, San Francisco, Chicago, Washington DC, Denver, and Toledo. What follows are examples of ESR's experiences and demonstrated effectiveness working extensively in two large, urban school districts (New York City and Austin, TX) and in selected other sites.

#### New York City

##### **Office of School and Youth Development (OSYD)**

ESR has worked with OSYD for 8 years, providing a range of services to scores of schools with widely varying student populations and needs.

##### Guided Discipline and Personalized Student Support

Our most recent involvement includes helping schools implement Guided Discipline and Personalized Support, ESR's approach to helping middle and high school teachers organize and manage their classrooms in ways that increase students' learning and cooperation, self-management, responsible decision making, and disciplined work habits. These skills and habits lead to greater academic success and personal and social efficacy. ESR's approach to discipline and student support has an instructional, problem-solving orientation. It emphasizes modeling, teaching, practicing, and assessing the behaviors and habits that teachers expect.

We began implementing Guided Discipline in NYC schools in 2005 and have since provided training through OSYD for over 2,780 middle and high school teachers. In the 2010-2011 school year alone, we trained teachers on site in over 15 middle and high schools. We have also designed, planned, and implemented Guided Discipline and Personalized Support programs for leadership teams at many middle and high schools.

##### Support to Change "Persistently Dangerous" Schools

In 2003-2004 and again in 2007-2008, we provided technical assistance to seven middle schools identified as persistently dangerous by the State of New York. Work at each school included needs assessment; development of new disciplinary protocols for administrators, faculty, and the security team; consultation with union reps on the safety plan; coaching of principals and pupil personnel

teams; support of faculty to implement Guided Discipline; consultation to create an effective SAVE room; and consultation on building safety and security.

Selected results:

In 2004, MS #131 went from being the most unstable and dangerous middle school in Region 9 to being a safe, orderly, productive learning environment through a transition in leadership supported by ESR.

Four of the seven schools on the persistently dangerous list that we worked with during the 2007-08 school year met disciplinary targets that enabled them to be removed from the list at the end of the year.

### Alternative Learning Centers

ESR supported the planning and implementation of a complete redesign of 28 long-term suspension centers from 2007- 2011, including facilitation of planning meetings with five borough principals, intensive training for 28 site supervisors, including center-wide disciplinary practices and protocols, faculty training in advisory, personalized instruction, and guided discipline at each center site. Professional development included a four-day capacity building institute for several people from each of the sites that deepened their expertise with the core structures and practices that ESR introduced. We continue to work directly with borough principals and site supervisors to strengthen implementation of common practices and protocols.

Selected results:

Attendance at Alternative Learning Centers increased over 30 percent in 2008 - the first year that they were reconstituted. Students earn credit for work completed; common educational program standards and behavioral expectations are implemented across sites.

### **Office of Postsecondary Readiness (formerly Office of Multiple Pathways to Graduation) (2008-present)**

#### Whole School Reform

ESR continues to provide a wide range of leadership consultation and faculty professional development to several of the new schools that the Office of Postsecondary Readiness has helped to launch. These include the High School for Excellence and Innovation, started in 2009, and the Bronx Design and Construction Academy, launched this school year. Murray Hill Academy, featured below, is another such school.

#### Transfer Schools

ESR supported the development and implementation of advisory programs, or strengthening of existing ones, and the implementation of Guided Discipline in 12 Transfer Schools. Transfer Schools are small, academically rigorous, full-time high schools designed to re-engage students who are over-age and under-credited or have dropped out of high school. The essential elements of Transfer Schools include: a personalized learning environment, rigorous academic standards, student-centered pedagogy, support to meet instructional and developmental goals, and a focus on connections to college.

#### PULSE High School (2005-2011)

ESR provided intensive faculty development focusing on personalized instruction, project-based learning, the workshop lesson model, and formative assessment and development of SMARTQuest introductory learning-to-learn course for new transfer students.

Selected results:

PULSE High School has one of the highest Regents exam pass rates among all of New York City's transfer schools.

### **Office of Small School Development (2007-2008)**

ESR assisted 10 new principals in their launch of new small schools by conducting six half-day sessions with them on climate-culture, discipline, advisory, and youth development. These sessions were followed up in year one with two site visits per school to provide coaching for and trouble-shooting with each principal, as well as some PD for their faculties. We also trained all of the staff from three of these schools on advisory development and implementation.

### **Whole School Reform at Murray Hill Academy (2009 – Present)**

Murray Hill Academy (MHA) is a new small school in New York City that admits an approximately equal mix of first year 9th graders and repeat 9th graders. The school's mission is to provide all entering students with a personalized educational program that ensures that new 9th graders stay on track to graduate in four years and repeat 9th graders accumulate at least a year's worth of credits in the first year at MHA to get back on track to graduate.

ESR began supporting Murray Hill Academy's principal and assistant principal with planning assistance in the 2009-2010 school year. We consulted on the development of their proposal in areas such as scheduling, structural issues, the parameters of advisory, and blended learning. Before the school started in September 2010, ESR trained the entire staff in our Guided Discipline approach (see below) and in instructional strategies for reaching and engaging all learners.

Throughout the first full school year, ESR consultants acted as thought partners with the school's leadership team and met frequently to strategize around issues of school culture and climate and classroom and school-wide management and discipline – especially related to students with high needs. We also continued doing professional development around classroom management and personalization, conducted classroom observations, and coached teachers. Our professional development (PD) expanded to helping teachers learn effective teacher talk and our consulting continued on structural issues, such as how to handle a small group of students that were negatively affecting the school culture. One result of this process was the development of a “transformation zone” for 14 students who began to attend school on a different schedule. ESR's support continues for the 2011-2012 school year with a particular focus on professional development for new staff.

Murray Hill Academy had significant achievements in its first year. Here are some selected results:

#### Academics

Repeat 9th graders entered Murray Hill Academy in September 2010 with an average of 3.8 credits. By the end of the school year, on average, repeat 9th graders earned 16.9 credits and 92 percent of them earned enough credits to be promoted. In addition, many students chose to take Regents exams in their first year at Murray Hill.

- 46 students passed Global Regents after one year of instruction. 74 percent were new 9th graders, 24 percent of whom entered MHA as Level 2 students in ELA.
- 63 students passed Integrated Algebra Regents after one year of instruction. 79 percent of those who passed were new 9th graders, 48 percent of whom entered MHA as Level 2 students in math.
- 10 students passed the Geometry Regents after one semester of instruction. 80 percent were new 9th graders and 20 percent were repeat 9th graders.

### Attendance

Comparing the attendance records of its students in previous schools prior to attending MHA, both the new freshmen and repeat 9<sup>th</sup> graders increased their attendance during their first year at Murray Hill from 86 percent in 2009-2010 to 88 percent in 2010-2011 and 69.4 percent in 2009-2010 to 76 percent in 2010-2011, respectively.

Attendance for a targeted group of 10 students rose from an average of 49.3 percent in 2009-2010 to 75.8 percent in 2010-2011.

### Student Feedback

Focus groups held with students at the end of the school year showed a lot of support from students for their new school. Here are examples of comments from students:

*This is a wonderful school because we make our own choices, but they push us in the right direction. It preps us for college because teachers give us projects every month and they don't get on our case every time to do it. They treat us like adults.*

*Murray Hill is my second chance. I came from a school where I got kicked out. I only had eight credits. Now I have 21 credits. [MHA] helps you with getting more credits.*

*I feel better now. My grades are better. It motivates me to see my good grades and [I know] that the teachers will give me the extra help I need.*

*Teachers push us and they know our strengths and weaknesses and they make time for us during the day and after school too....Over the years, I wasn't interested in reading. I wasn't really into the news. But Achieve 3000 keeps me up with current events. When we are in English or Global and we have a project to do I like using the computers.*

## Austin, Texas

Since 2006, ESR has worked extensively with the Austin Independent School District (AISD) to implement significant changes in 11 of their high schools. We supported the design and implementation of advisory in all of these schools and played a major role in whole school reform/redesign in five of them.

### **Advisory**

ESR provided support to the AISD from 2007 through 2010 to develop and improve advisory programs at its high schools. As a result of this effort, there are advisory programs in grades 9-12 at

11 out of 16 high schools within AISD. These advisory programs, and the personalization structures they offer, make important contributions to higher academic achievement, greater college and career readiness, healthy social and emotional development, and positive school culture. The schools and the district have new capacity to sustain each of these programs and the advisory effort as a whole.

ESR's specific services included the following:

- Consultation with technical assistance for district personnel to build the district's capacity to provide on-going leadership, direction, and guidance for advisory and to integrate advisory with broader redesign efforts
- School-based consultation, coaching, and technical assistance to build leadership capacity among advisory co-chairs, coordinators, administrative liaisons, advisory committees, counselors, and principals in areas including strategic planning, professional development, curriculum development, and assessment
- Professional development for advisors, counselors and principals including: a) pre-service, b) in-service, and c) open enrollment, Professional Development Center workshops
- Consultation regarding district efforts to engage with parents/guardians and communicate with various constituencies in the larger community about the efficacy of advisory and its important contribution to the academic success and healthy development of youth and positive school climate and culture
- Development of advisory assessment tools and protocols, assistance with analysis of data, and training for staff to be able to carry out ongoing assessment activities

Selected results:

Climate survey data from Austin, TX over three years of advisory implementation in eight high schools showed a steady increase in the extent to which students felt cared about, listened to, and supported by teachers, knew how they were doing in school, could set and achieve goals, and get help with problems.

According to the teacher exit survey, 4 of the 6 ESR intensive schools scored 2.75 or better on the metric called Achievement Press - "The degree to which students, parents, teachers, and principals exert pressure for high standards and school improvement," while only 3 of 10 other high schools scored as highly.

Students reported significant increases in the frequency of academic advising and college and career preparation in their advisory groups in the 2009-2010 school year over previous years.

### **Comprehensive Support at James Bowie High School (2006 – present)**

This public, comprehensive high school is the largest of AISD's high schools and serves over 2,800 students with 200 faculty and staff members. ESR supported the development of a freshman focus initiative called Launch at Bowie High School that began in the 2009-2010 school year. Launch includes intensive student orientation; common practices and core skills across core courses; 9<sup>th</sup> grade only advisory where students learn study as well as social and emotional skills ; student leaders who co-facilitate advisory; scaffolded and required learning supports for Freshman; and embedded professional development during the school day.

ESR played an integral role in helping Bowie plan and implement Launch. We conducted three all-day retreats for all faculty who teach 9<sup>th</sup> grade; consulted with the principal and the re-design team during the Launch development process; conducted a three-day Launch institute for the AP, redesign facilitators, and co-leaders of 9<sup>th</sup> grade professional learning communities; assisted Launch faculty with planning and implementation of orientation and 9<sup>th</sup> grade advisory; and did multiple days of follow-up with the redesign facilitator, and with Launch co-leaders and its planning team.

We also have been providing support for instructional coaches and course-alike professional learning communities during the school's shift to teaching and learning in the block, including intensive learning retreats, creation of professional development sessions for professional learning communities, coaching and trouble-shooting with the coaches, and observation protocols for "learning walks" focused on teaching and learning in the block. In the summer of 2009, 2010, and 2011 we conducted intensive summer institutes and follow-up sessions for 9<sup>th</sup> and 10<sup>th</sup> grade faculty called Making Learning REAL.

Selected results:

Freshman failure rates were reduced by 20 percent in the first semester of the LAUNCH program.

Passing rates for 9<sup>th</sup> graders in algebra, biology, English, and geometry were better for both of the years since Launch began in the fall of 2009 over the previous year (2008-2009).

### **Feedback from the AISD Office of Redesign**

In a letter to the superintendent of the Atlanta Public Schools in March 2010, the executive director of the AISD Office of Redesign, Kent Ewing, advocated for ESR saying:

*ESR has served as the primary service provider for AISD Advisory Program for the past four years and has been a true partner in helping us grow what we believe is one of the finest advisement systems in the country. ESR has helped us to understand that if we are serious about authentically improving student academic achievement and attainment then we have to be attentive to students' social-emotional health as we are to their intellectual health. ESR has earned our respect and loyalty by providing unmatched professionalism and reliability, engaging and differentiated professional development, data-driven approaches to continuous school improvement, and tools and systems to drive improvement at every level of the organization. We can say without hesitation that you will do no better than ESR.*

### **Other Sites**

#### **Baltimore, MD - Afya Charter Middle School (2007-2009)**

Afya Public Charter School ("Afya" means health in Swahili) was started in 2008 with a focus on the intellectual, physical, social, and emotional health of all its students. It serves over 300 students in the sixth, seventh, and eighth grades, 99 percent of whom are African-American and 80 percent of whom are eligible for free and reduced meals.

ESR was the primary partner supporting the planning and start-up of Afya and then provided a range of services for implementation. During 2007-2008, ESR provided extensive consulting to the school's leaders to help them create and plan their school. In the summer of 2008, we spent two weeks on site providing facilitation to help them identify their core values and construct their school

schedule. We also consulted and trained on setting up their school-wide discipline system and helped them set up a climate-culture team and provided training in this area as well.

Early in the 2008-2009 school year, we consulted with them on setting up their advisory program and trained advisors. We also trained the whole faculty on personalized instruction and how to have the needs and characteristics of adolescent learners drive their curriculum and instruction. During the year, we conducted many school visits for classroom observations and teacher/advisor coaching. ESR continued its support for the school in its third year with onsite consultation and troubleshooting on their overall progress, as well as on advisory and their school-wide and classroom discipline systems.

#### Feedback from Afya Staff

ESR has received very positive feedback from this school about our support. Campbell McLean, the 6th-grade ancient history teacher, emailed us recently and said, “Thanks again for the great support you've given us. We still live and breathe a lot of the strategies we got from you and our school is going great because of them.”

Afya Principal Will McKenna offered this feedback:

*ESR has had a profound effect on all aspects of our school. We worked with ESR as a thought partner when planning our school and they provided coaching, consulting, and training during our first two years. They really challenged us to think about and focus on the development needs of adolescents—at each different grade and during every part of the school day—in every aspect of our program. It's been two years since we've worked with ESR and I refer regularly to what I learned from them and constantly strive to reach the expectations that ESR set for me and for our school.*

Selected results:

In its first year, Afya Charter School students averaged 97 percent attendance. Students scored 88 percent proficiency and advanced in reading and 81 percent proficiency and advanced in math on state standardized tests.

In the 2010-2011 school year, Afya 8<sup>th</sup> graders performed in the top ten in Baltimore on the Maryland state tests in overall reading, and third in math.

#### **Washington, DC**

ESR began supporting the DC Public Schools (DCPS) in 2009 with training, coaching, consultation, and technical assistance to help 20 of their K-8 schools (serving grades 6-8) and four high schools design, implement, and begin to assess their advisory programs. Major services included:

- Provision of capacity building sessions that focus on curriculum review, professional development institutes planning, preparation for follow-up visits to schools, and accountability and assessment for a Central Office Design Team
- Facilitation of leadership institutes for School Design Teams in areas including assessment, curriculum development, professional development, and strategic planning and design
- Consultation and coaching for the district project manager, district design team members, principals, and school advisory coordinators or co-chairs on topics including curriculum development, professional development planning, and assessment

- Professional development for advisors

We are now serving as a primary thought partner and professional services consultant with DCPS over the next four years, expanding advisory to all DCPS middle schools. We are working to build capacity in key district leaders responsible for advisory and build in cross-school experiences to create a professional learning community of Advisory Leadership Teams for participating middle schools. The Advisory Leadership Teams will build skills and competencies in advisory design and implementation to meet DCPS' advisory goals in service of all students. ESR is also building capacity in principals and other key building-level administrators to provide leadership for the implementation and continuous improvement of advisory.

#### Feedback from the DC Public Schools

Heather Cabrera, manager of college readiness of the Office of Secondary School Transformation, provided the following feedback about ESR in a letter dated April 23, 2010:

*ESR staff members have demonstrated deep content knowledge and exceptional skill in working with school staff. They are strong facilitators and have a wealth of knowledge about school culture, youth development, and what makes advisories work. They treat school leaders and staff with great respect, and work hard to build on a school's strength and vision rather than impose a predetermined plan. They have an impressive ability to adapt and respond on the spot as they work with school staff. They have been an invaluable resource to schools and especially me as the district program manager. We recommend them highly without qualification.*

#### **Additional examples of positive client evaluations**

*Serving as an intermediary organization for the Bill & Melinda Gates Foundation and the Michael & Susan Dell Foundation, the College Board has developed a new small school model for secondary school reform that has, as one of its core elements, the "personalization of the learning environment." Therefore, it is without hesitation that I write in support of Educators for Social Responsibility's outstanding work as demonstrated in their support, guidance and assistance in developing a quality middle/high school advisory program for our network of College Board Schools in Buffalo, Rochester, and New York City. The Advisory Guide, written by Rachel Poliner and Carol M. Lieber has served as the cornerstone for establishing advisory programs in our College Board Schools and has no doubt contributed to their success. I cannot recommend an organization more highly!*

– Helen Santiago, Executive Director, New York Initiative, College Board Schools (2009)

*I am familiar with ESR through their classroom management support program, Guided Discipline. I had the pleasure of receiving professional development support through a grant from Connie Cuttle, and I can confidently say the level of professionalism and expertise was invaluable to the maturity of my staff in supporting students. I would recommend their continued service to New York City school students in any capacity.*

– Harry Sherman, Principal, The Castle Hill Middle School, New York (2007)

*ESR provided technical assistance to Diploma Plus (DP) schools in New York and New England over two years, and put simply, their work has been stellar. ESR began working with the four DP schools in New York City during the spring of 2005 on advisory design and implementation, as well as related issues of school culture. We heard such good reports about their work with the schools that we hired them to work with us more extensively on the overall Diploma Plus initiative. Diploma Plus school staff have provided enthusiastic feedback to us about the technical assistance ESR has provided, and we have been very satisfied as well. We recommend them without qualification.*



– Alex S. Hoffinger, Senior Program Manager, Diploma Plus (2007)





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# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

## Basic Directions

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

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

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

Attachment Checklist

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

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

## Contractor Information

Contractor Name	Educators for Social Responsibility	Agency's Contact	Lisia Morales		
OUSD Vendor ID #	V013525	Title	Professional Services Manager		
Street Address	23 Garden Street	City	Cambridge	State	MA Zip 02138
Telephone	(617) 492-1764	Email (required)	lmorales@esrnational.org		
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

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

Anticipated start date	08/01/2012	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 100.00	Number of Hours (required)	800.00		

## Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
5845	Smaller Learning C	9645845201	5825	\$ 45,000.00
5846	Investing in Innov	9645846201	5825	\$ 35,000.00
			5825	\$
<b>Requisition No. (required)</b>	R0303166		<b>Total Contract Amount</b>	<b>\$ 80,000.00</b>

## 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.	<b>Administrator / Manager (Originator)</b>	Name	Cleo Protopapas	Phone	(510) 501-7020	
	Site / Department	High School Network			Fax	
	Signature	<i>Cleo Protopapas</i>			Date Approved	9/1/12
2.	<b>Resource Manager, if using funds managed by:</b> <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input 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.	<b>Regional Executive Officer</b>					
	<input 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>Melissa L. Williams</i>			Date Approved	9-14-12	
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
	Signature	<i>Maria Santos</i>			Date Approved	10-31-12
5.	<b>Superintendent, Board of Education</b> <i>Signature on the legal contract</i>					
<b>Legal Required if not using standard contract</b>		Approved	<i>John</i>	Denied - Reason		
<b>Procurement</b>	Date Received			PO Number	P1303123	

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