

Board Office Use: Legislative File Info.	
File ID Number	11-3252
Introduction Date	2-8-12
Enactment Number	12-0241
Enactment Date	2-8-12



Memo

To Board of Education
 Tony Smith, Ph.D., Superintendent

From By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date 2-8-12
 (To be completed by Procurement)

Subject Professional Services Contract Amendment - 1
 School Solutions Collaborative Oakland CA (Contractor, City/State) -
 956 - Quality Community Schools Development (site/department)

Action Requested Ratification by the Governing Board of the amendment to the professional services contract between the District and School Solutions Collaborative. Services to be primarily provided to 956 - Quality Community Schools Development for the period of 12/01/2011 through 12/30/2011, in an amount not to exceed \$ 1,250.00.

Background
A one paragraph explanation of why an amendment is needed.

As part of the Oakland Unified School District's Strategic Plan, the Quality Community School Development group has received Letters of Interest in grade level expansion from school communities. Dialogue surrounding a school's interest in expansion requires engagement with shared site schools about the process of grade level expansion discussion and the addressing of questions and concerns among the school community, including members of shared site schools.

Discussion
One paragraph summary of the amended scope of work.

Approval by the Board of Education of Amendment No. 1 to a Professional Services Contract between OUSD and School Solutions Collaborative, Oakland, CA, for the latter to provide support in school engagement between Manzanita SEED and Manzanita Community School around the grade level expansion process, for the period of 12/1/2011 to 12/30/2011, increasing the Not to Exceed Amount from \$8,400 to \$9,650. All other terms remain in full force and effect.

Recommendation Ratification by the Governing Board of the amendment to the professional services contract between the District and School Solutions Collaborative. Services to be primarily provided to 956 - Quality Community Schools Development for the period of 12/01/2011 through 12/30/2011, in an amount not to exceed \$ 1,250.00.

Fiscal Impact Funding resource name (please spell out) _____
 _____ not to exceed \$ 1,250.00

- Attachments**
- Contract Amendment
 - Copy of original contract

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

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

This Amendment is entered into between the Oakland Unified School District (OUSD) and School Solutions Collaborative (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on November 16, 2011, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work is unchanged. The scope of work has changed.
 If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
 Revised scope of work attached. OR. The CONTRACTOR agrees to provide the following amended services:
 The contractor participates in in-person and phone conferences with school leaders from Manzanita SEED and Manzanita Community regarding the process of grade level expansion. Contractor will provide support in discussion of the process for schools to apply for grade level expansion and establishment of next steps in continuing to evaluate the feasibility of expanding one school on a shared site campus.

2. **Terms (duration):** The term of the contract is unchanged. The term of the contract has changed.
 If the term has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is 12/30/2011.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
 If the compensation has changed: The contract price is amended by
 Increase of \$ 1,250.00 to original contract amount
 Decrease of \$ _____ to original contract amount
 and the new contract total is nine thousand six hundred fifty dollars (\$ 9,650.00)

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 State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

 President, Board of Education Date _____
 Superintendent or Designee

 Edgar Rakestraw, Jr., Secretary
 Board of Education Date _____

CONTRACTOR

 Contractor Signature Date 12-6-11
Leslie Nettver, Executive Director
 Print Name, Title

Certified:

 Edgar Rakestraw, Jr., Secretary
 Board of Education 2/9/12

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 Amendment No. 1 to a Professional Services Contract between OUSD and School Solutions Collaborative, Oakland, CA, for the latter to provide support in school engagement between Manzanita SEED and Manzanita Community School around the grade level expansion process, for the period of 12/1/2011 to 12/30/2011, increasing the Not to Exceed Amount from \$8,400 to \$9,650. All other terms remain in full force and effect.

SCOPE OF WORK

School Solutions Collaborative will provide a maximum of 10.00 hours of services at a rate of \$ 125.00 per hour for a total not to exceed \$1,250.00. Services are anticipated to begin on 12/01/2011 and end on 12/30/2011.

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.

Contractor will assist the Office of Quality Community Schools Development in its grade expansion process and engagement by participating in in-person and phone conferences with school leaders from Manzanita SEED and Manzanita Community regarding the process of grade level expansion.

Contractor will provide support in discussion of the process for schools to apply for grade level expansion and establishment of next steps in continuing to evaluate the feasibility of expanding one school on a shared site campus.

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.

As a result of the contractor's work, school leaders and communities on the Manzanita Campus, shared by Manzanita SEED and Manzanita Community, will have clarity around the grade expansion process, the feasibility of Manzanita SEED pursuing grade expansion, and next steps in the process.

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.
-

PROFESSIONAL SERVICES CONTRACT AMENDMENT ROUTING FORM 2011-2012

Directions

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

1. Contractor and OUSD contract originator reach agreement on modification to original contract.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work has changed. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
4. OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

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 is changing)
- Copy of original contract

OUSD Staff Contact *Emails about this contract should be sent to:* **Rebecca.Adams@ousd.k12.ca.us**

Contractor Information

Contractor Name	School Solutions Collaborative	Agency's Contact	Leslie Plettner		
OUSD Vendor ID #	I002947	Title	Executive Director		
Street Address	3250 Wyman Street	City	Oakland	State	CA Zip 94619
Telephone	(510) 703-9544	Email	leslie@sscollaborative.com		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 8,400.00	Original PO Number	P1203318		
Amended Amount	\$ 1,250.00	New Requisition #	RO202570		
New Total Contract Amount	\$ 9,650.00	Start Date	12/01/2011	End Date	12/30/2011

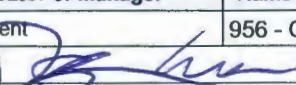
Budget Information

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
0509	Tier 3 CAHSEE	9561110216	5825	\$ 1,250.00
			5825	\$
			5825	\$

Approval and Routing (in order of approval steps)

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

1.	Site Administrator or Manager	Name	David Montes de Oca	Phone	5103367570	Fax	5104826774
	Site / Department	956 - Quality Community Schools Development					
	Signature				Date Approved		
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs						
	Signature				Date Approved		
	Signature				Date Approved		
3.	Regional or Executive Officer						
	Signature				Date Approved		
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations <input type="checkbox"/> Consultant Aggregate Under \$50,000						
	Signature				Date Approved		
5.	Superintendent or Board of Education <i>Signature on the legal contract</i>						
Legal <i>Required if not using standard contract</i>		Approved				Denied - Reason	Date
Procurement	Date Received				PO Number	P1203318	

1532

Board Office Use: Legislative File Info.	
File ID Number	11-2439
Introduction Date	11/7/11
Enactment Number	11-2380
Enactment Date	11-16-11



**OAKLAND UNIFIED
SCHOOL DISTRICT**

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)

11-16-11

Subject

Professional Services Contract -
School Solutions Collaborative Oakland CA (contractor, City State)
956 - Quality Community Schools Development (site/department)

Action Requested

Ratification of a professional services contract between Oakland Unified School District and School Solutions Collaborative. Services to be primarily provided to 956 - Quality Community Schools Development for the period of 09/01/2011 through 10/31/2011.

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

As part of the Oakland Unified School District's Strategic Plan, the Quality Community Schools Development group will be conducting 15 School Quality Reviews across the city during the 2011-12 school year. Using the Board-approved School Quality Standards that were the result of broad community engagement during the 2010-11 strategic planning year, the contractor will assist QCSD in the development of measurable, evidence-based rubrics to be used during the School Quality Reviews.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Professional Service Contract between OUSD and School Solutions Collaborative, Oakland, CA, for the latter to provide design assistance for the development of the School Quality Review Rubric in support of QCSD, for the period of 09/01/2011 through 10/31/2011, in the amount not-to-exceed \$8,400.00.

Recommendation

Ratification of professional services contract between Oakland Unified School District and School Solutions Collaborative. Services to be primarily provided to 956 - Quality Community Schools Development for the period of 09/01/2011 through 10/31/2011.

Fiscal Impact

Funding resource name (please spell out) OAKLAND SCHLS FOUND - Schl Devl
not to exceed \$8,400.00

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	11-2439
Introduction Date	11/7/11
Enactment Number	11-2380
Enactment Date	11-16-11/2



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2011-2012

This Agreement is entered into between the Oakland Unified School District (OUSD) and School Solutions Collaborative (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:** CONTRACTOR shall provide the services described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").
- Terms:** CONTRACTOR shall commence work on 09/01/2011, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 10/31/2011.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed eight thousand four hundred dollars and no/100 Dollars (\$ 8,400.00). 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: NONE

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:* NONE which shall not exceed a total cost of \$ 0.00.
- CONTRACTOR Qualifications / Performance of Services.**

CONTRACTOR Qualifications. CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care. CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

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

Professional Services Contract

OUSD Representative:

Name: David Montes de Oca
Site /Dept: 956 - Quality Community Schools Development
Address: 4551 Steele Street
Oakland, CA 94619
Phone: (510) 336-7570

CONTRACTOR:

Name: Leslie Plettner
Title: Executive Director
Address: 3250 Wyman Street
Oakland CA 94619
Phone: (510) 703-9544

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 at 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

- 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 services 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.

Summary of terms and compensation:

Anticipated start date: 09/01/2011 Work shall be completed by: 10/31/2011 Total Fee: \$2400

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

CONTRACTOR

Contractor Signature

Leslie Pietner
Print Name, Title

9-7-11
Date

Executive Director

Certified:

Edgar Rakestraw, Jr.
Edgar Rakestraw, Jr., Secretary
Board of Education

File ID Number: 11-2439
Introduction Date: 11-7-11
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Enactment Date: 11-16-11
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.

Approval by the Board of Education of a Professional Service Contract between OUSD and School Solutions Collaborative, Oakland, CA, for the latter to provide design assistance for the development of the School Quality Review Rubric in support of QCSD, for the period of 09/01/2011 through 10/31/2011, in the amount not-to-exceed \$8,400.00.

SCOPE OF WORK

School Solutions Collaborative will provide a maximum of 84.00 hours of services at a rate of \$ 100.00 per hour for a total not to exceed \$8,400.00. Services are anticipated to begin on 09/01/2011 and end on 10/31/2011.

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.

Contractor will provide design assistance for the development of School Quality Review rubrics, assisting QCSD in the creation of a comprehensive set of measurable evidences of school and central service quality, based on the Board-approved School Quality Standards.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Contractor will provide design assistance for the development of the School Quality Review Rubric in support of the Quality Community School Development Group. In particular, he will perform the following tasks:

- Review and provide feedback on the School Quality Standards and Key Conditions
• Develop draft rubrics for the Key Conditions of Learning Communities and Effective School Leadership
• Participate in sessions to analyze and revise the draft rubrics
• Develop and revise supporting text to provide context for the rubrics
• Contribute to the development of an action plan for introducing, reviewing, and revising the rubrics

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.**
-

SCHOOL SOLUTIONS COLLABORATIVE, LLC
3250 WYMAN ST. • OAKLAND, CA 94619 • 510.703.9544
EDUCATIONAL COACHING AND FACILITATION SERVICES

Description of Services
2011-2012

School Solutions Collaborative, LLC

School Solutions Collaborative partners with districts, schools, and organizations to increase student achievement by improving individual, group, and organizational performance. We are a collection of educators with a wide range of educational experiences: we have been teachers, principals, leadership coaches, executive coaches, tutors, mentors, and district officers. We believe that an educated citizenry is essential to a powerful democracy. We are committed to creating educational equity through building the capacity of others to create inspiring educational opportunities, especially for urban families and youth.

Content Areas

Organizational Coaching

Given the social, emotional, and academic needs of students, what is your (district, school, organization) vision? How is this vision informed by your educational worldviews, values and beliefs? What do you want to be true for kids? Therefore, what do you want to be true for your organization? What does that vision look, feel, and sound like at the leadership, management, communication, and cultural level? What are the skills, abilities, behaviors, and habits required of a successful organization? How can the vision consistently manifest through organizational values, beliefs, agreements, language and behavior? What is your Theory of Action for manifesting mission alignment within and among your staff? How will you know to what degree your Theory of Action is successful? How will you measure success?

Executive Coaching

What is your particular role as an executive and leader? How do you want to influence and impact the organization? Why? How do you want to show up in the organization? How do you want to occur to others? How can you inspire and enroll others into visions, goals, ideas, or tasks? What goals, both personally and professionally, do you want to accomplish as a leader-manager? How will you know if those goals have been accomplished? What daily and weekly practices are aligned with you want to create as a leader-manager? How can workplans support greater productivity, focus and effectiveness, and provide a model for organizing work for all members of the organization? What beliefs and language are consistent with what it is you want to create?

Facilitative Leadership and Professional Learning Community

What are the key design principles of creating, leading, and managing an authentic learning community grounded in productivity and a positive group dynamic? How will these principles inform organizational operations and functions, including meetings, trainings, and induction of new site and program leads? What stances or ways of being support district administrators, teachers, and other organizational leaders to be effective facilitators? How can facilitators inspire and enroll others (through presence, voice, language, and purpose) into action? How can district administrators, teachers, principals, and organizational leaders inspire and influence others to lead powerful productive teams?

Systemic Inquiry and Data Management

What cognitive structures and habits support evidenced-based decisions? What data is important to track and why? What organizational systems can

you create to support generating and tracking data at the individual, group, and organizational level? How can perceptive, experiential, and academic data create a comprehensive view of what is happening? What do you do with the data once you have it? How can the data support you to make evidenced-based decisions and create an even stronger organization that is the source of powerful teaching and learning?

OUSD Consultant General Liability Insurance Reduced Insurance Requirement or Waiver Request

Directions

All consultants are required to provide proof of General Liability Insurance with limits of One Million Dollars per occurrence. Additional information about this requirement can be found on the internet under Finances, Procurement and Distribution tab, document entitled "Quick Tips: Consultant General Liability Insurance." In rare circumstances, where appropriate, the District can reduce the required amount of insurance or waive the general liability insurance requirement. To request that your contract is considered for either a reduced amount of insurance or a waiver, complete this form and submit it with a copy of the contract to Risk Management. Waivers will only be granted in cases where the consultant will have no interaction with students.

Steps:

1. OUSD Contract Originator completes request form
2. OUSD Contract Originator submits request form and copy of contract with Scope of Work to Risk Management at 1025 2nd Avenue, Room 115A or email
3. Risk Management considers request and returns form within 10 business days to OUSD Contract Originator
4. If approved, OUSD Contract Originator submits form with completed contract to Procurement.

Contractor Name	School Solutions Collaborative	Contract Amount	\$ 8,400
OUSD Originator Name	David Chambliss	Site / Department	956

Why do you believe that this contract poses a low risk to the District and should be eligible for a reduction or waiver of the general liability insurance requirement?

Contractor is assisting QESD School Quality Review lead evaluators in the development of SQR rubrics from a remote location, and as such will have no contact with students.

Signature of Contract Originator Requesting Waiver

Rebecca C. Adams

If submitted via email, type name and send from principal or manager's email account

OUSD Principal or Manager

[Signature]

Date 10/5/11

Risk Management

Approved: Based on the scope of work provided I approve the following adjustment to the General Liability Insurance requirement for this contract

Reduced Requirement \$ _____ Waiver of General Liability Insurance Requirement

Reason for reduction or waiver _____

Denied. Unfortunately, this contract does not qualify for a reduction or waiver

Denial Reason: _____

Signature

[Signature]

Date

10/17/11

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

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.

1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
2. Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
4. OUSD contract originator creates the requisition.
5. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for 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: Statement of qualifications (organization); or resume (individual consultant) <input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured <input type="checkbox"/> For All Consultants with employees: Proof of workers compensation insurance
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OUSD Staff Contact *Emails about this contract should be sent to* Rebecca.Adams@ousd.k12.ca.us

Contractor Information

Contractor Name	School Solutions Collaborative	Agency's Contact	Leslie Plettner		
OUSD Vendor ID #	1002947	Title	Executive Director		
Street Address	3250 Wyman Street	City	Oakland	State	CA Zip 94619
Telephone	(510) 703-9544	Email	leslie@sscollaborative.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	09/01/2011	Date work will end	10/31/2011	Other Expenses	0.00
Pay Rate Per Hour (required)	\$ 100.00	Number of Hours	84.00	Total Contract Amount	\$ 8,400.00

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
9136	OAKLAND SCH	9561440203	5825	\$ 8,400.00
			5825	\$
			5825	\$
Requisition No.	R0201586		Total Contract Amount	\$ 8,400.00

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: David Montes de Oca Site / Department: 956 - Quality Community Schools Development Phone: (510) 336-7570 Fax: (510) 482-6774 Signature: <i>[Signature]</i> Date Approved: 9/15/11
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input checked="" type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs <input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA) Signature: _____ Date Approved: _____ Signature (if using multiple restricted resources): _____ Date Approved: _____
3.	Regional Executive Officer <input type="checkbox"/> Services described in the scope of work align with needs of department or school site <input 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 <input type="checkbox"/> Consultant Aggregate Under \$50,000 Signature: _____ Date Approved: _____
5.	Superintendent, Board of Education <i>Signature on the legal contract</i> Signature: _____ Date Approved: _____
Legal Required if not using standard contract Approved: _____ Denied - Reason: _____ Date: _____	
Procurement Date Received: _____ PO Number: P1203318	

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