Board Office Use: Le	gislative File Info.
File ID Number	13-0366
Introduction Date	3/13/13,
Enactment Number	13-0446
Enactment Date	3/13/302



Community Schools, Thriving Students

Memo

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The Board of Education

10	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)	3/13/13
Subject	Professional Services Contract - Project SEED, Inc. Berkeley CA (contractor, City State) 191/ Sankofa Academy (site/department)
Action Requested	Ratification of a professional services contract between Oakland Unified School District and Project SEED, Inc. Services be primarily provided to 191/ Sankofa Academy for the period 02/04/2013 through 03/05/2013 .
Background A one paragraph explanation of why the consultant's services are needed.	Sankofa Academy is a school where approximately 75% of the students receive free-and reduced lunch. The school added a 6th grade this year and will be adding one additional grade in each of the next two years to become a K-8 school. Although 73% of last year's 5th grade students score Proficient or Advanced on the STAR test, the 6th grade curriculum, preparation for Algebra and transition to the Common Core State Standards for Mathematics require additional support for the students and professional development for the teacher. In addition, all teachers can benefit from learning improved approaches to teaching mathematics. Project SEED is a recognized leader in providing supplemental instruction, modeling of best practices and coaching in math.
Discussion One paragraph summary of the scope of work.	Project SEED will provide four weeks of supplemental math instruction for 6th grade students along with modeling and coaching for the 6th grade teacher that reinforces and supplements the 6th grade standards while preparing students for Algebra. The modeling and coaching will focus on the Common Core Standards for Mathematical Practice, effective teaching strategies, and material knowledge. Other teachers will benefit from observing the model lessons. Project SEED math specialists will offer a workshop for the entire faculty and will be available as a mathematic resource to all teachers in the school. Program impact will be monitored through daily in-class feedback, end-of-term assessments, observation feedback, and surveys.
Recommendation	Ratification of professional services contract between Oakland Unified School District and Project SEED, Inc. be primarily provided to 191/ Sankofa Academy for the period 02/04/2013 through 03/05/2013 for the period 02/04/2013.
Fiscal Impact	Funding resource name (please spell out) GPnot to exceed \$5,000,00

Attachments

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

Board Office Use: Legis	slative File Info.
File ID Number	13-0366
Introduction Date	3/13/13
Enactment Number	13-0496
Enactment Date	3/3/3 01



PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Project SEED. Inc. (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. , or the day immediately following approval by the Superintendent Terms: CONTRACTOR shall commence work on 02/04/2013 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 03/05/2013 Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to _). This sum shall Dollars (\$5,000.00 exceed Five Thousand be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs. If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD. OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made. The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay. Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following: Individual consultants: ■ Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years. ■ Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year. ■ Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein. 2. 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 which shall not exceed a total cost of \$ _ Agreement except: **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: CONTRACTOR: Name: Helen Smiler Name: Monique Brinson Title: National Projects Coordinator 191/ Sankofa Academy Site /Dept.: Address: 581 61st Street Address: 2530 San Pablo Avenue, Suite K 94702 Berkeley CA Oakland, CA 94609 Phone: (510) 654-2594 Phone: (510) 654-7787

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.

- 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.
- 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:
 - 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).

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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: Work shall be completed by: 03/05/2013 Total Fee: \$5,000.00 Anticipated start date: 02/04/2013 OAKLAND UNIFIED SCHOOL DISTRICT CONTRACTOR Contractor Signature Certified: Helen Smiler National Projects Coordinates Date Print Name, Title File ID Number: 13-2 Buera of Education Introduction Date: Enactment Number: Enactment Date: 3/13

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EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR'S entire Proposal is <u>not</u> 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 <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

Project SEED will provide four weeks of supplemental math instruction for 6th grade students along with modeling and coaching for the 6th grade teacher that reinforces and supplements the 6th grade standards while preparing students for Algebra. The modeling and coaching will focus on the Common Core Standards for Mathematical Practice, effective teaching strategies, and math content knowledge. Other teachers will benefit from observing the model lessons. Project SEED math specialists will offer a workshop for the entire faculty and will be available as a mathematics resource to all teachers in the school. Program impact will be monitored through daily in-class feedback, end-of-term assessments, observation feedback, and surveys.

		SCOPI	E OF WORK		
Pr	oject SEED, Inc.	will provide a max	imum of 50.00	_ hours	of services at a rate of \$ 100.00 per hour for a
tota	al not to exceed \$5,000.00	. Services are anticipated to b	pegin on <u>02/04/2</u>	.013	and end on <u>03/05/2013</u>
1.	Description of Services about what service(s) OUSD is	to be Provided: Provide s purchasing and what this Co	e a description o ontractor will do.	f the ser	vice(s) the contractor will provide. Be specific
	for the 6th grade teacher that modeling and coaching will fo math content knowledge. Oth	reinforces and supplements to cus on the Common Core Stater teachers will benefit from outly and will be available as a result of the control	the 6th grade star andards for Matho bserving the moo mathematics reso	ndards w ematical del lesso ource to	e students along with modeling and coaching while preparing students for Algebra. The Practice, effective teaching strategies, and ans. Project SEED math specialists will offer all teachers in the school. Program impact ation feedback, and surveys.
2.	result of the service(s): 1) H children are attending school many more Oakland children	low many more Oakland chii 95% or more? 3) How many i have access to, and use, th	Idren are gradua more students have health services	ating fro ave mea s they n	this Contract? Be specific. For example, as a m high school? 2) How many more Oakland ningful internships and/or paying jobs? 4) How eed? Provide details of program participation IE GOALS OF THE SITE OR DEPARTMENT.
	during the Project SEED less	ons.			d of term test of the algebraic topics taught ed by the Project SEED specialist into her
	teaching practice.	ers who attend a workshop give			
3.	Alignment with District (Check all that apply.)	Strategic Plan: Indicate	the goals and vi	isions su	pported by the services of this contract:
	Ensure a high quality instr				udents for success in college and careers
	Develop social, emotional				hy and supportive schools
	✓ Create equitable opportun	_			le for quality
	✓ High quality and effective	instruction	[Fu	III service	e community district

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Professional Services Contract

4.	_	nent with Single Plan for Student Achievement (required if using State or Federal Funds)
		tion Item included in Board Approved SPSA (no additional documentation required) – Action Item Number:
		tion Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager ler 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.

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Statement of Qualifications

"The success of children in Project SEED is important, but what may be even more important is that there is an articulated routine for preparing teachers to become successful, and that with this preparation they do become successful."

Asa G. Hilliard III, Professor of Urban Education, Georgia State University

"Project SEED is a great program. My whole 5th and 6th grade team are now trained in the strategies of higher order mathematical thinking...My fifth grade teachers went to a workshop on the Common Core this summer and reported that it was just like what they learned with Project SEED."

Denise Pinney, Principal, West Contra Costa Unified School District

Mission and History

The primary goal of Project SEED is to empower low-income and educationally disadvantaged students with the mathematics skills needed to graduate from high school, and successfully enter the workforce and higher education. Project SEED accomplishes this objective by means of a uniquely effective methodology coupled with an advanced, conceptually-oriented curriculum, working directly with students and providing professional development for teachers of mathematics.

Project SEED was founded in Berkeley, California in 1963 by the late William F. Johntz, whose background was in both psychology and mathematics. He theorized that the extensive remediation prescribed for low-achieving high school students was unsuccessful because it further reinforced their belief in their own academic inferiority. Rather than focus on the same basic topics students previously failed to master, he experimented with teaching them algebra using a Socratic, group discovery method of instruction. The results were promising; the students became more interested and engaged, were more positive about their ability to learn math, and conquered basic skills in the context of learning algebraic topics.

Shortly after that, Johntz began using similar methods with younger students in hopes of catching them up to grade level before they entered the challenging teenage years. The students responded with enthusiasm and success. Graduate students and faculty from the University of California and mathematicians from industry and elsewhere soon joined him, and Project SEED spread to several sites across the country. Project SEED became a nonprofit, tax-exempt corporation in 1970.

Over the years, many mathematicians have contributed and continue to contribute to the evolution of the SEED teaching methodology, curriculum and training program. The

program has operated primarily in low-income schools and districts throughout the country, providing both supplemental classroom instruction for students and professional development for teachers. Most of Project SEED's work has been with elementary and middle school students, although its Socratic teaching strategies have been used successfully with high school, university and adult learners.

Methodology

One of the key features of Project SEED is its year-round staff who hold at least a bachelor's degree in mathematics or equivalent mathematics coursework in other mathematics dependent majors such as physics, computer science, or engineering. Many hold advanced degrees in these fields. All have extensive training in the SEED method of interactive Socratic discovery instruction.

Project SEED professional development provides training for teachers in both mathematics and methodology. As research has shown, effective professional development includes both modeling and coaching in addition to workshops and follow-up support. Project SEED professional development provides opportunities for teachers to observe Project SEED specialists teaching advanced and standards-based conceptually-oriented mathematics to a regular mathematics class. The lessons are designed to be inclusive, involving all the students in an intact class rather than a small, selected group. The classroom teacher is present in each SEED class as an active participant and observer. Project SEED specialists also provide coaching to the classroom teachers, assisting with planning and observing the teachers' mathematics lessons to provide feedback, support, and elaboration on the mathematical content behind the curriculum as well as on the effective use of Project SEED's instructional strategies.

The curriculum in Project SEED model lessons is based on topics chosen from high school and college algebra and other higher mathematics courses to reinforce and improve students' critical thinking, problem solving, and computational skills. When taught with Project SEED's interactive discovery method, topics from abstract algebra, pre-calculus, calculus and other mathematics courses improve achievement on grade-level standards and establish the mathematical foundation for success in more advanced courses. Although there are common curriculum topics used in all Project SEED classes, modifications are made for each class and district to ensure that the instruction enhances and reinforces local and state standards and meets the needs of those students.

Project SEED's comprehensive program consists of modeling classes four periods per week for 12-14 weeks as a supplement to the regular mathematics instruction along with workshops and individual coaching for the classroom teacher. This annual treatment design has been systematically evaluated against comparison groups not receiving Project SEED instruction with consistently positive results. The interactive Socratic instructional

¹Joyce, Bruce and Marsha Weil, *Models of Teaching*, Prentice Hall, Inc. Englewood Cliffs, 1986. Joyce, Bruce R. and Beverly Showers, "Student Achievement Through Staff Development," *Educational Leadership*. Vol. 46. November 1988.

Word, Fred and Steven R. Thompson, "Assumptions about Staff Development Based on Research and Best Practice." *Journal of Staff Development*, Vol. 14, No. 4, Fall 1993.

methodology used during SEED lessons creates a positive student-centered learning environment where students solve complex problems and participate in mathematical dialogue and discussion. Students explore abstract concepts and reason critically through the solution of high-level mathematical challenges. They are asked to justify their answers and critique their classmates' reasoning. These are precisely the Standards for Mathematical Practice that are central to the Common Core Standards for Mathematics.²

Evidence of Success

I wanted to email you about what I saw on the 12th of November when I came to visit your teaching. I can't tell you how impressed I was. All I could think about when I was observing you, your students, your interactions and the topic was: They gave me an Escalante award? I'm nothing next to this guy. It was magic. You engaged all of the students in a topic that included fractions (I've always said Fractions was the F-word in math), summations, and limits. If all our math teachers were like SEED teachers, our student would all excel. That was what real learning looks like. And it was not a watered down topic and you had only been in that class two or three times before. What an experience.

Chip Healy, High School Math Teacher, El Monte Union High School District (after observing a SEED lesson in Compton)

This highly successful version of Project SEED implementation has achieved outstanding success across the nation for nearly fifty years. The positive results from Project SEED's partnerships with school districts around the country have been well documented in studies conducted in collaboration with these districts as well as in independent longitudinal evaluations. These studies have shown that SEED students enroll in more advanced mathematics courses, repeat grades less often than non-SEED students, score significantly higher on nationally-normed mathematics tests, experience cumulative gains with each additional term of SEED, and maintain their achievement margin long after Project SEED instruction has ended. Interviews with teachers, administrators, and parents have consistently testified to the outstanding positive results of the program.

Based on its evaluation results, Project SEED was awarded Developer Demonstrator status in 1994 by the U.S. Department of Education Program Effectiveness Panel. More recently, in April 2004 Project SEED was one of two out of 200 mathematics and science intervention programs to receive the top rating given in the report to the U.S. Congress by the BEST (Building Engineering and Science Talent) Blue Ribbon Panel on Pre-K-12 Education and AIR (the American Institutes for Research).

² See attached document outlining Project SEED's congruence with the Common Core Standards for Mathematical Practice

³ Eg. Webster, W. J. (1998). *The national evaluation of* Project SEED *in five school districts 1997-1998*. Webster, W. J., & Chadbourn, R. A. (1989). *The longitudinal effects of SEED instruction on mathematics achievement and attitudes: Final report*. Dallas, TX: Dallas Independent School District, TX Dept of Research, Evaluation, and Information Systems.

Webster, William, in association with Irene Lee and Mark A. Jones, Evaluation of Project SEED 2009-2010, Compton Unified School District, 2011

Over the past six years, Project SEED has instituted an intensive professional development program consisting of shorter term modeling sessions, one-on-one coaching, workshops, and ongoing follow-up support. These highly successful programs are similar to the model that is proposed for the Morven Elementary School Math Project. The following comments from teachers are typical of many indicating the power of Project SEED's classroom modeling and coaching.

I believe the program's strengths lie within its capacity for complete student engagement...and rich opportunities to watch great teaching in action. Most teachers just don't have the time to step away from the classroom to observe best teaching practices, yet this is exactly what we need to continue to develop ourselves as professionals. Project SEED brings expert teaching right into the classroom where teachers can see its effects on their very own students and can immediately implement the strategies.

M. Jane Stollenmeyer, 6th Grade Teacher, Roosevelt Middle School, Oakland, California

[Project SEED professional development] was fantastic! I enjoyed every minute of working with [the Project SEED Math Specialists]. The ideas are easy to take back to the room and try. The kids responded well and were very eager to take part in the lessons. I am so excited to keep trying all of the techniques and keep in contact with [the Math Specialists] for new ideas and assistance. Thank you for the opportunity!!

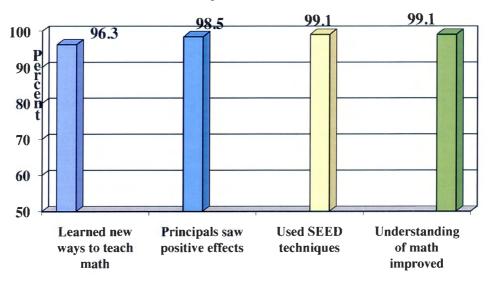
Stephanie Scheumann, Classroom Teacher, Indian Village Elementary School, Fort Wayne, IN

I was very impressed and excited while observing the Project SEED demonstration lessons. I personally love the math and generally get most of my students to, at least, like math, but have never gotten the results that I have seen exhibited these 2 weeks. My students were extremely engaged in the hour-long math lessons and the level of participation was nearly 100% most of the time. I really enjoyed sitting back and getting to see some of my students "sparkle" rather than give up. I have already tried to incorporate many of the techniques I saw demonstrated and have had positive results already. I especially liked the use of hand signals, so my students have the opportunity to respond without making a sound, while they all participate at once. This is my 1st year teaching math in the 5th grade. I now have a better understanding of the importance of note taking. In fact, I have used this to better prepare my students for an upcoming test.

Martha Yeahquo, Peachland-Polkton Elementary School, Anson County, NC

The graph that follows shows the impact of Project SEED modeling on classroom teachers as reported in the "National Study of Project SEED in Five School Districts" by Dr. William J. Webster. 96.3% of the teachers surveyed reported learning new ways to teach math and 99.1% of them reported using SEED techniques more frequently in their lessons and having an improved understanding of mathematics. 98.5% of the principals reported observing a positive impact on teachers' classroom practice.

Impact on Teachers



Project SEED has also been featured in a number of books on effective intervention programs as well as in numerous local and national print, radio and television articles.⁴ It has been demonstrated and presented at many educational conferences and Project SEED's national director was invited to testify before education committees in both the United States Senate and House of Representatives.

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⁴ See attached list of publications featuring Project SEED.



Although Project SEED is nearly 50 years old, it is still on the cutting edge. Using *questions* to guide students to the *discovery* of mathematical concepts, Project SEED has always emphasized mathematical reasoning, conceptual understanding, and precise use of language. These skills are at the heart of the Common Core State Standards for Mathematical Practice. Project SEED's time-tested feedback and involvement strategies actively engage *all students* in using these skills to explore advanced mathematical topics.

Project SEED's pedagogy and curricula are adaptable to all grade levels. Topics explored in Project SEED lessons are carefully chosen from Algebra and higher mathematics to engage students' interest, provide them with challenges and success, build their academic confidence, strengthen their basic skills, and prepare them to succeed in more advanced courses. Well-versed in state standards and local pacing guides, Project SEED Math Specialists work with each district and classroom teacher to embed and reinforce local standards in each lesson.

Project SEED has realigned its curriculum framework for each grade level to reinforce the Common Core State Standards for Mathematics. Project SEED lessons will help students directly, while classroom teachers will acquire teaching strategies and lessons for helping their students succeed with the new standards.

In a typical Project SEED lesson, students are posed a challenge problem. As students make conjectures, other students use signals to indicate their agreement or disagreement. Students are continually asked to justify their answers and explain their classmates' reasoning in their own words. The Math Specialist never tells the students if an answer is right or wrong but instead asks a variety of questions to help the students solve the problem and determine the correct solution. By beginning with easily accessible or known concepts and proceeding to more difficult ones, the lessons help students gain confidence and acquire the skills to guide themselves to the understanding and solution of more challenging problems.

The Standards for Mathematical Practice are not mathematical concepts but are habits of mind. Project SEED lessons continually create opportunities for students to develop and practice these habits. The Math Specialists guide students through a group example of the processes that mathematicians and mathematically proficient students use to solve problems, allowing the students to apply their knowledge and higher-order skills to tackle rigorous mathematical content. Simultaneously, classroom teachers see and receive coaching on how to encourage these practices in their students.

The Standards for Mathematical Practice are student actions. Project SEED's methodology actively engages students with conceptual mathematics. Over and over again, the students are involved in communicating, reasoning and considering multiple solutions to complex mathematical problems. They practice what the Common Core State Standards preach.

The Standards for Mathematical Practices are an integral part of a typical SEED lesson as shown in the chart which follows:

Mathematical Practices	Examples in SEED Lessons
1. Make sense of problems and persevere in solving them	In each lesson, SEED Math Specialists pose a challenge to the class and ask key questions to help the students analyze the problem. Students then make conjectures and work together toward determining which make sense and are asked to articulate the reasoning associated with their chosen pathway(s) to the solution. Similar yet more challenging problems are then posed and the dialogue continues. Sometimes questions are left open for days while students gather more skills or ideas to solve them.
2. Reason abstractly and quantitatively	During SEED lessons, students are continually asked to explain and prove their conjectures. Students are asked to draw generalizations from specific examples and justify their reasoning. They discover how to represent generalizations symbolically and apply those generalizations to specific instances.
3. Construct viable arguments and critique the reasoning of others	In Project SEED lessons students have frequent opportunities to communicate with each other about their reasoning and why they agree or disagree with their classmates' ideas. They work at convincing their classmates that their approach works. Hand signals for agreement and disagreement help create a classroom atmosphere of respectful dialogue.
4. Model with mathematics	Project SEED students apply the mathematics they learn to real life examples. For example, they may use their knowledge of $^-10 + 17$ to solve a problem about temperature change or money. Students might decide to use a chart or graph to solve a problem involving a relationship between two quantities that arises from a real world situation.
5. Use appropriate tools strategically	Pencil and paper, charts, tables, graphs and diagrams are examples of the tools that are used in SEED lessons. Occasionally a calculator or a spreadsheet is best. Students choose which to use for particular problems.
6. Attend to precision	Students are frequently asked to check and justify their reasoning during SEED lessons. Math Specialists introduce and use precise mathematical language and often use literal interpretations of student answers to encourage their students to do the same. For example, if students are asked to correct $3^5 = 3 \times 3 \times 3 \times 3$, and the students say, "Add one more three," the specialist will write $3 \times 3 \times 3 \times 3 + 3$. Then students keep revising what they are saying until someone says precisely what they mean.
7. Look for and make use of structure	SEED students are often asked to solve several problems that follow a particular rule or procedure, and are encouraged to make generalizations and predictions that apply to similar problems. They are asked to use mathematical reasoning to confirm their hypotheses. Often students proudly proclaim, "I see a pattern!" and then are asked to articulate what they noticed and apply it.
8. Look for and express regularity in repeated reasoning	SEED lessons often include patterns. Students are asked to discover a pattern and justify their reasoning. When students notice repeated calculations, they look for general methods and shortcuts.



RECENT PUBLICATIONS

The following books focus on the search for the most effective methods of teaching youth from diverse backgrounds. Project SEED is featured prominently in each.

Clewell, Beatriz Chu, Bernice Taylor Anderson and Margaret E. Thorpe. *Breaking the Barriers: Helping Female and Minority Students Succeed in Mathematics and Science*. San Francisco: Jossey-Bass Publishers, 1992.

The authors identify effective strategies for overcoming barriers to success in mathematics and science. After an initial survey of 163 programs, they chose Project SEED for one of ten detailed case studies of programs that are successful because they use many of these strategies.

Fashola, Olatokunbo S., Robert E. Slavin, Margarita Calderón, and Richard Durán, "Effective Programs for Latino Students in Elementary and Middle Schools", in Slavin, Robert E. and Margarita Calderón, editors, Effective Programs for Latino Students, Lawrence Erlbaum Associates, London & Mahwah, NJ, 2001

This report focuses on programs that have proved effective in rigorous evaluations, and replicable across schools. The report cites numerous evaluations and studies that have proved the effectiveness of Project SEED. "Project SEED was not specifically designed to benefit Latino students, but its use among Latino students has been evaluated in various states that have high populations of Latino students."

Hollins, Etta R., Helen Smiler and Kathleen Spencer. "Benchmarks in Meeting the Challenges of Effective Schooling for African American Youngsters." In *Teaching Diverse Populations: Formulating a Knowledge Base*, edited by Etta R. Hollins, Joyce E. King and Warren C. Hayman. Albany, New York: State University of New York Press, 1994.

Professor Etta Hollins from California State University at Hayward has identified a cultural congruence model for teaching African American students. Based on direct observation, Project SEED is presented as a benchmark innovation which features numerous aspects common to African American culture such as audience participation, choral responses, cooperation, collective responsibility for problem solving, flexibility and strong adult leadership. Project SEED methods have also been proven effective with a variety of culturally diverse populations including those with limited-English skills.

Nisbett, Richard E. Intelligence and How to Get It. New York: W. W. Norton & Company, 2009.

In asserting the primacy of culture in shaping academic potential, the author singles out Project SEED as mathematics program that successfully helps to close the achievement gap between low-income minority students and their counterparts.

Perry, Theresa, Claude Steele, and Asa Hilliard III. Young Gifted and Black: Promoting High Achievement Among African-American Students. Boston: Beacon Press, 2003

The authors present strong evidence that educational success for African-American students is a function of the educational methods that are used. Project SEED is described in detail as a program which demonstrates conclusively that "at-risk" African-American students can learn higher mathematics successfully.



Phillips, Sherri and Hamid Ebrahimi. "Equation for Success: Project SEED." In *Reaching All Students with Mathematics*, edited by Gilbert Cuevas and Mark Driscoll. Reston, Virginia: National Council of Teachers of Mathematics, 1993.

After surveying hundreds of programs, the NCTM task force on reaching all students chose Project SEED as one of seventeen programs that best demonstrated successful efforts to bring underserved students into the mathematics learning community.

Slavin, Robert E. and Olatokunbo S. Fashola. Show Me the Evidence! Proven and Promising Programs for America's Schools. Thousand Oaks, California: Corwin Press, 1998.

Project SEED was one of only five mathematics programs chosen nationwide to be included in this book, which stringently reviews programs for disadvantaged, minority, at-risk, and Title I eligible students. Researchers from the Johns Hopkins University Center for Research on the Education of Students Placed at Risk (CRESPAR) reviewed hundreds of programs and chose only those that have been shown to be effective in rigorous evaluations and that are replicable across a broad range of schools.



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

OAKLAND PUBLIC SCHOOLS ARE NAMED AS ADDITIONAL INSURED PER FORM CG2026 0704 ATTACHED,

BUT STRICTLY AS RESPECTS TO THE OPERATION	S OF THE NAMED INSURED ONLY. RE: FUNDING.
CERTIFICATE HOLDER	CANCELLATION
Oakland Public Schools 1025 Second Street Oakland CA 94606	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	Sheri Page Sheri Page
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E.L. DISEASE - POLICY LIMIT

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s	Or Organization(s)	
Oakland Public Schools		
1025 Second Street Oakland	CA 94606	
Information required to complete this Sch	nedule, if not shown above, will be shown in the De	eclarations

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

All terms and conditions of this policy apply unless modified by this endorsement.

Search Results

Current Search Terms: project* SEED*

No records found for current search.

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