

Board Office Use: Legislative File Info.	
File ID Number:	16-0510
Introduction Date:	03/23/2016
Enactment Number:	16-0452
Enactment Date:	03/23/2016



Memo

To: Board of Education

From: Antwan Wilson, Superintendent

Board Meeting Date: 03/23/2016

Subject: Professional Service Contract

Contractor: Edward Fergus of Yonkers, NY

Services for: 922-Community Schools & Student Services

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Edward Fergus, Yonkers, NY, for the latter to provide: Consultant will provide support with focus on setting targets regarding multi-tier behavioral supports, providing tools for conducting a continuous diagnostic assessment, and establishing a professional development sequence on addressing implicit bias; particular focus in this diagnostic assessment is the attention to the pedagogical lens of

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

OUSD continues to exhibit disproportionality in numbers of African American students labeled as Emotionally Disturbed in Programs for Exceptional Children. Root cause analyses indicate that there are multiple systemic factors driving this inequity including relational capacity of instructors, unrecognized trauma impact on student behavior, pervasive exposure to community violence, complex and chronic trauma, and systemic discrimination. In response OUSD dedicates the State required setaside of 15% of CEIS funds for coordinated early intervening services. and OUSD has embraced the

Discussion:
(QUANTIFY what is being purchased.)

Consultant will provide support with focus on setting targets regarding multi-tier behavioral supports, providing tools for conducting a continuous diagnostic assessment, and establishing a professional development sequence on addressing implicit bias; particular focus in this diagnostic assessment is the attention to the pedagogical lens of cultural responsiveness in continuously monitoring equitable access and opportunity; the goals are to assist administrators and leadership teams to identify the targets for improvement using the Benchmark format, and outline a plan for monitoring progress; Dr. Fergus will work with our grant funded PBIS Evaluator and district leadership team to ensure that impact is felt at a systemic level.

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Fiscal Impact: Funding Resource name(s) (detailed below) not to exceed \$7,500.00.

\$10,000.00	SPEC ED IDEA EARLY INTERVENING
\$-2,500.00	SPEC ED IDEA EARLY INTERVENING

Attachments: Professional Services Contract including Scope of Work



CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.**

Legislative File ID No. _____

Department: _____

Vendor Name: _____

Contract Term: Start Date: _____ End Date: _____

Annual Cost: \$_____

Approved by: _____

Is Vendor a local Oakland business? Yes ___ No ___

Why was this Vendor selected?

Summarize the services this Vendor will be providing.

Was this contract competitively bid? Yes ___ No ___

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

___ **Educational Materials**

___ **Special Services** contracts for financial, economic, accounting, legal or administrative services

___ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)

___ **Professional Service Agreements** of less than _____ (increases a small amount on January 1 of each year)

___ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)

___ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)

___ **Emergency** contracts [requires Board resolution declaring an emergency]

___ **Technology** contracts

___ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the _____ bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected

___ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process

___ Western States Contracting Alliance Contracts (WSCA)

___ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]

___ **"Piggyback" Contracts** with other governmental entities

___ **Perishable Food**

___ **Sole Source**

___ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price

___ **Other, please provide specific exception**

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OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2015-2016

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

1. **Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 10/05/2015, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$87,800.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$87,800.00, whichever is later. The work shall be completed no later than 06/30/2016.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Seven Thousand Five Hundred Dollars and 00/100 Dollars (\$7,500.00) [per fiscal year], at an hourly billing rate not to exceed N/A per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A, which shall not exceed a total cost of \$0.00.

5. **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.

6. **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: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
7. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: BARBARA MCCLUNG
Site /Dept.: 922-Community Schools & Student Services
Address: 1000 Broadway, Suite 150
Oakland, CA 94607
Phone: 510-879-3636
Email: Barbara.McClung@ousd.org

CONTRACTOR:

Name: Edward Fergus
Title: Owner
Address: 31 Virginia Place
Yonkers, NY 10703
Phone: 212-998-5253
Email: eaf7@nyu.edu

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.

8. **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.

9. **Insurance:**

- 1. 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 from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, 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, 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.

13. **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 controlled substances, alcohol or tobacco on these sites.
14. **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.
15. **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.
16. **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.
17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior 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.
18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 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.

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

19. **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.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **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.
22. **Confidentiality:** 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

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable, 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 without the prior approval of OUSD Human Resources.

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.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/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.sam.gov/).

- 25. 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.

- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

- 27. 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.

- 28. 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.

- 29. 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.

- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD'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.

- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

Christina Saubey

President, Board of Education

Superintendent or Designee

[Signature]

Secretary, Board of Education

CONTRACTOR

Edward Fergus

Contractor Signature

Edward Fergus, Owner

Print Name, Title

Form approved by OUSD General Counsel for 2015-16 FY

EXHIBIT "A" SCOPE OF WORK

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

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

See Attached Scope of Work

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 this contract OUSD will have increased capacity to identify African American elementary students in need of early intervention, demonstrate increased efficacy in needs assessment and placement decisions that benefit the child, and when appropriate deliver high quality targeted interventions designed to increase access to the general education classroom and core curriculum. Teachers participating in PD that addresses implicit bias will demonstrate fewer disproportionate disciplinary referrals of AA students and display an increased capacity to recognize and eliminate systemic factors in inappropriate SED referrals. OUSD will show fewer racially biased SED referrals with increased instructional minutes and higher rates of achievement for students receiving CEIS targeted services.

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

- | | |
|---|--|
| <input type="checkbox"/> Ensure a high quality instructional core | <input type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number(s):

- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.

Scope of Work

Overview

This *Scope of Work* will provide a description of a plan for a partnership between Dr. Edward Fergus and Oakland Unified School District. The proposed technical assistance support will focus on setting targets regarding multi-tier behavioral supports, providing tools for conducting a continuous diagnostic assessment, and establishing a professional development sequence on addressing implicit bias. Of particular focus in this diagnostic assessment is the attention to the pedagogical lens of cultural responsiveness in continuously monitoring equitable access and opportunity.

Goal and Process

The goals of the 2015-16 work are to: 1) assist administrators and leadership teams to identify the targets for improvement using the Benchmark format (Appendix A), and 2) outline a plan for monitoring progress. These goals will be attained through 3 sessions: 1) October/November – setting targets and outline implicit bias training; 2) January/February – monitoring session; and 3) April/May – monitoring session and setting next year targets.

School/District Diagnostic and Monitoring Process

The sessions will focus on process, follow-up, and output of particular areas of outcomes related to disproportionality. The sessions will provide the framework for conducting mid-year (December and April) progressing monitoring sessions that focus on wellness of school improvement.

On-site Support Visits	Service Format	Participants	Content
Session 1	District Work Session	District Leadership Team School Leadership Teams	<ul style="list-style-type: none"> • Establishing targets of multi-tier support processes • Critical focus: Examine persistence of underperformance • Debriefing and Planning for Next Visit
Session 2	District Work Session	District Leadership Team School Leadership Teams	<ul style="list-style-type: none"> • Review progress monitoring data on process implementation • Critical focus: Examining the responsiveness of process implementation • Debriefing and Planning for Next Visit
Session 3	District Work Session	District Leadership Team School Leadership Teams	<ul style="list-style-type: none"> • Review progress monitoring data on process implementation • Critical focus: Examining the responsiveness of process implementation • Debriefing and Planning for Next Visit

Timeframe

This contract is for 3 sessions of collaborative work in October/November, January/February, and April/May. Once the contract is approved, work will begin in October 2015 and continue through June 2016.

Cost

Each session is priced as a full day of service; including at least of half day of planning and data analysis. Session cost includes development of work packets for each session, time and effort, and travel. **The total cost of the proposed project will be \$7,500.**

**Drafting Benchmarks
Culture and Climate**

Part One: Identify SMART¹ Goal(s) and Indicators

Year-End SMART Goal(s) *Number your goals if there are more than one.*

What improvements 1) to how student behavior is managed, and 2) to student referral outcomes do you hope to make by the end of May 20XX? Make sure these goals align with the overall school culture and climate vision.

Sample: By May 2016, 90% of office referrals will contain detail on misbehavior and behavior modification strategies attempted.

Sample: By May 2016, 90% of classroom observations will demonstrate positive/productive instruction talk between students and teachers

Sample: By May 2016, 90% of school and classroom expectations (i.e., charts, reward activities, etc.) will include positive reinforcement language and strategies.

Sample: By May 2016, 90% of PLC meetings will discuss instructional practice fidelity in terms of accuracy and consistency of practice.

1. _____

2. _____

3. _____

4. _____

5. _____

¹ S.M.A.R.T. - Specific, Measurable, Agreed upon, Realistic and Time-based.

Goal Indicators *Separate the indicators by goal if necessary.*

How will you know whether or not you met your goal(s)? What specific changes will need to occur, i.e. regarding policies, systems, procedures, staff support, etc.? How will use culturally responsive principles to manage equitable access and opportunity?

SMART Goal	Indicators	Culturally Responsive Principles
<p>Sample: By May 2016, 90% of office referrals will contain detail on misbehavior and behavior modification strategies attempted</p>	<ol style="list-style-type: none"> 1. PBIS team will (re)develop office referral form. 2. Office referrals will contain detail on misbehavior and behavior modification strategies 	<ul style="list-style-type: none"> ○ Seek proportional outcomes ○ Address deficit thinking ○ Address stereotypes and colorblindness
<p>Sample: By May 2016, 90% of classroom observations will demonstrate positive/productive instruction talk between students and teachers</p>	<ol style="list-style-type: none"> 1. Staff participate in monthly dialogue on positive/productive talk activities for the classroom 2. Principal participates in monthly/quarterly classroom visits focused on productive talk 	<ul style="list-style-type: none"> ○ Seek proportional outcomes ○ Address deficit thinking ○ Address stereotypes and colorblindness
<p>Sample: By May 2016, 90% of school and classroom expectations (i.e., charts, reward activities, etc.) will include positive reinforcement language and strategies.</p>	<ol style="list-style-type: none"> 1. Staff participate in training on positive reinforcement. 2. Staff participate in developing school-wide and classroom expectations with positive reinforcement language. 	<ul style="list-style-type: none"> ○ Seek proportional outcomes ○ Address deficit thinking ○ Address stereotypes and colorblindness
<p>Sample: By May 2016, 90% of PLC meetings will discuss instructional practice fidelity in terms of accuracy and consistency of practice.</p>	<ol style="list-style-type: none"> 1. Staff participate in training on defining fidelity in terms of accuracy and consistency. 2. PLC Teams progressively practice discussing and annotating fidelity accuracy and consistency on PLC forms. 3. Principal and Assistant Principal collect and review PLC meeting forms and notes. 	<ul style="list-style-type: none"> ○ Seek proportional outcomes ○ Address deficit thinking ○ Address stereotypes and colorblindness

SMART Goal	Indicators	Culturally Responsive Principles
		<ul style="list-style-type: none"> ○ Seek proportional outcomes ○ Address deficit thinking ○ Address stereotypes and colorblindness
		<ul style="list-style-type: none"> ○ Seek proportional outcomes ○ Address deficit thinking ○ Address stereotypes and colorblindness
		<ul style="list-style-type: none"> ○ Seek proportional outcomes ○ Address deficit thinking ○ Address stereotypes and colorblindness
		<ul style="list-style-type: none"> ○ Seek proportional outcomes ○ Address deficit thinking ○ Address stereotypes and colorblindness
		<ul style="list-style-type: none"> ○ Seek proportional outcomes ○ Address deficit thinking ○ Address stereotypes and colorblindness

Part Two: Create a Task List

Tasks
Considering your indicators, what are some of the specific tasks that will need to be completed over the course of the year in order to reach your goal(s)? Your list is a working draft that will likely be revised as the year progresses. Your tasks don't have to be similar in size and scope. Number your task list. Also, how will you insert the culturally responsive principles in each task to ensure it/they guide the purpose of each task.

People
Who will be responsible for completing the task?

Time
Approximately how much time will be needed to complete the task?

Data Collection
What data will be collected by this task?

--	--	--	--

Part Three: Create a timeline

<u>Month</u>	<u>Completed Tasks</u> What tasks need be completed by the end of the (corresponding) month in order to reach the year-end goal(s)?	<u>Indicator Focus</u> Which year-end goal indicators do the tasks reflect?
August		
September		
October* <i>Progress Monitoring activity should focus on wellness of task implementation</i>		
November Progress monitor student interim outcomes		
December		

<p>January* <i>Progress Monitoring activity should focus on wellness of task implementation and student interim outcomes</i></p>		
<p>February</p>		
<p>March* <i>Progress Monitoring activity should focus on wellness of task implementation and student interim outcomes</i></p>		
<p>April</p>		
<p>May* <i>Progress Monitoring activity should focus on wellness of task implementation and student final outcomes</i></p>		

*This is the approximate time for progressing monitoring by external partner and/or district team