

| Board Office Use: Legislative File Info. | |
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| File ID Number | 18-0245 |
| Introduction Date | 4/25/18 |
| Enactment Number | 18-0719 |
| Enactment Date | 4/25/18 er |



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent

Board Meeting Date April 25, 2018
(To be completed by Procurement)

Subject Professional Services Contract - The Achievement Network, Ltd. W (ANET)
(contractor) - Continuous School Improvement Department (site/dept)

Action Requested Approval of Professional Services Contract between Oakland Unified School District and The Achievement Network, Ltd. Services to be primarily provided to select Elementary Schools via the Continuous School Improvement Department for the period of July 1, 2017 through June 30, 2018.

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

Futures Elementary, EnCompass Academy, Rise Elementary, New Highland Academy, and Frick Impact Academy seek to advance the capacity of their school teams to leverage data in cycles of inquiry through a lens which addresses equity gaps; additional support in implementing routines around data discourse and instructional actions and in improving teacher fluency in using data to shape instruction; schools seeks to refine their data practices so that they are accessible for a wider range of teacher skill and comfort by provide differentiated levels support; schools are interested in moving to a deeper level of data use and analysis.

Discussion
One paragraph summary of the scope of work.

Approval by Board of Education of a Professional Services Contract between the District and The Achievement Network, Ltd. W (ANET), Boston, MA, for the latter to begin by conducting a site-specific review process to fully understand each school's strengths and needs; using observations, school document analysis, and focus groups, ANET will build context in each school's beliefs and practices, connected to the following areas: prioritization, schedule, dedicated leadership, culture of continuous learning, and standards-based instruction; work alongside each school team to develop an arc of activities and trainings that address the challenges present at each school site; support schools in setting foundations building a strong data culture while leveraging ANET's expertise and ability to assert thought-leadership throughout the process for the period of July 1, 2017 through June 30, 2018, in an amount not to exceed \$55,300.00.

Recommendation Approval of Professional Services Contract between Oakland Unified School District and The Achievement Network, Ltd. Services to be primarily provided to select Elementary Schools via the Continuous School Improvement Department for the period of July 1, 2017 through June 30, 2018.

Fiscal Impact Funding resource name (please spell out):



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| | | |
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| <u>0002/Program Investment</u> | <u>\$12,500.00</u> | New Highland |
| <u>0002-1110/Unrestricted-Supplemental</u> | <u>\$12,500.00</u> | Rise Elementary |
| <u>0002/Unrestricted Instruc-Supp</u> | <u>\$13,000.00</u> | EnCompass Academy |
| <u>3180/SIG Cohort 4</u> | <u>\$10,000.00</u> | |
| <u>0005/ISS-Central Counselors</u> | <u>\$ 7,300.00</u> | |
| Total Amount not to exceed | | \$55,300.00 |

Attachments

- Professional Services Contract
- Scope of Work



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 18-0245

Department: Futures123, Encomp 181, Rise 192, NewHigland125, Frick 203

Vendor Name: The Achievement Network, Ltd. W (ANET)

Contract Term: Start Date: 7/1/17 End Date: 6/30/2018

Annual Cost: \$ 55,300

Approved by: _____

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Vendor is experienced in providing the services

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?

Price compared with other vendors

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 \$87,800 (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 \$87,800 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
Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT-ACHIEVEMENT NETWORK PROFESSIONAL SERVICES CONTRACT (2017-2018)

This Agreement is entered into between The Achievement Network, Ltd. (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 ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
2. **Terms:** This term of this Agreement is for the period ~~November 9, 2017~~ ^{July 1, 2018} to June 30, 2018. CONTRACTOR shall commence work on the day immediately following approval by the Board of Education of this and any underlying, including subsequent, OUSD-Achievement Network School Program Agreement. The work shall be completed no later than the end date as set forth in each underlying Board-approved OUSD-Achievement Network School Program Agreement.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to each underlying School Program Agreement that is submitted to and approved by OUSD's Board of Education. The compensation under this Contract shall be governed by, and shall not exceed, the amount as set forth in each underlying School Program Agreement that is submitted to the Board of Education for approval under this Professional Services Contract and the Addendum No. 1 to this OUSD-Achievement Network Professional Services Contract (2017-2018) during the OUSD 2017-2018 fiscal year. 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:

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: _____, which shall not exceed a total cost of ~~\$~~ ^{55,300}.
5. **Use Rights:** ANet hereby grants to OUSD during the term of the Agreement (the "Term") the following rights:
 - i. **Platform:** A non-exclusive, non-transferable right to access and use the MyAchievementnetwork.org solely for Member's internal education-related purposes at Member's facility in connection with the provision of services by ANet.
 - ii. **Resources:** A non-exclusive, non-transferable license to use and reproduce in hard copy form the Resources (defined below) provided to Member during the provision of services to Member, solely for Member's internal, informational purposes related to Member's educational mission. "Resources" means protocols and templates to facilitate planning, including the ANet Schedule of Assessed Standards, standards and objectives guides aligned to state standards and common core standards, and lesson plans and examples to facilitate re-teaching.
 - iii. **Other Downloadable Content:** with respect to such additional content and materials that are owned by or licensed to ANet and made available for download by Member through proper use of the Platform (collectively, "Additional Content", and together with Resources, "ANet Content"), a non-exclusive license, non-transferable to download a copy of any portion of such Additional Content, and use such Additional Content solely for Member's internal purposes in connection with the provision of the Services.
 - iv. **Permitted Users:** "Permitted Users" shall mean the employees, board members and volunteers of Member with a professional need to know or need to access the Platform and ANet Content in connection with the provision of the

Services. ANet will either issue to Member or authorize a Member administrator to create and issue to each Permitted User, a user identification number and/or password for access to and use of the Platform. Member and its Permitted Users are responsible for maintaining the confidentiality of all user identification numbers and/or passwords and for ensuring that each user identification number and/or password is used only by the Permitted User to which it was issued. Member shall be solely responsible for the Permitted Users' compliance with this Agreement, and for any and all activities that occur under Member's account. Member will restrict Permitted Users from sharing passwords. Member will immediately notify ANet of any unauthorized use of Member's account or any user identification number and/or password, or any other breach of security known to Member.

- v. **Restrictions:** The rights and licenses set forth in this Section 1 are granted subject to the following restrictions:
 - (a) The Platform and ANet Content shall be used or accessed only by Permitted Users; and
 - (b) Member shall not, directly or indirectly, and Member shall not encourage or assist, or knowingly permit any User to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code or source code of the Platform; (ii) modify, translate, or create derivative works based on any element of the Services or the Platform; (iii) license, sublicense, sell, resell, rent, lease, distribute, assign, or transfer its rights to use the Platform or any elements of the ANet services, or otherwise commercially exploit or make available to any third party any portion of the Platform or ANet services; (iv) use the Platform for timesharing purposes, to process data on behalf of third parties, or otherwise for the benefit of any person or entity other than for the benefit of Member and Permitted Users at Member's facility; (v) remove any proprietary notices from any materials furnished or made available to Member; (vi) publish any evaluation of the Platform without ANet's prior written consent; (vii) use the Platform for any purpose other than its intended purpose; (viii) use or access the Platform from or for the benefit of any facility or location other than the Member's primary facility; (ix) circumvent or otherwise interfere with any user authentication or security of the Platform, or disrupt the integrity or performance of the Platform; (x) attempt to gain unauthorized access to the Platform or its related systems or networks or any ANet Content; or (xi) use the Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious content or material, or to store or transmit content or material in violation of any rights of any third party.
- 6. **Ownership; Reservation of Rights:** Subject only to the rights expressly granted to Member under this Agreement, as between ANet and Member, all rights, title and interest in and to the ANet Content and the Platform, and any other ANet materials furnished or made available hereunder, and all modifications and enhancements thereof, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, will remain with and belong exclusively to ANet or ANet's licensors and providers, as applicable.
- 7. **Printing:** Member is responsible for all printing and printing costs associated with duplicating the Assessment Materials prior to the administration of each assessment.
- 8. **Confidentiality/Data Sharing Agreement:**
 - i. **Confidential Information:** ANet understands that the information provided by or exchanged with OUSD will contain identifiable student data. OUSD and ANet therefore agree as follows. ANet and all of its agents, personnel and employees shall maintain the confidentiality of all OUSD information received. ANet understands that student records are confidential and agrees to comply with all state and federal laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA); Article 1, Section 1 of the California Constitution; and California Education Code Section 49062, et seq., concerning the maintenance and disclosure of pupil records and data.
 - ii. ANet shall comply with all of the foregoing, as follows:
 - (a) **Definition:** "Confidential Information" means any and all information or data, regardless of whether it is in tangible form, disclosed orally or in writing, by either Party (the "Disclosing Party") to the other Party (the "Receiving Party"), (a) that the Disclosing Party has identified as confidential or proprietary (either orally or in writing), and (b) such information which is reasonably understood by a reasonable person to be confidential or proprietary information of the Disclosing Party; provided, however, that in any event ANet's Confidential Information shall include (i) all information relating to the Program, including without limitation the Resources. The term "Confidential Information" shall also mean OUSD's trade secrets, confidential knowledge, know-how, Student Personal Identity Data, student records, personnel records, or other proprietary information or materials of OUSD or in OUSD's possession and all information that a reasonable person would consider sensitive or confidential in nature.
 - (b) ANet agrees to take strict precautions to safeguard OUSD student Confidential Information and to limit access to such Confidential Information to ANet's authorized personnel or agents who require such access and have agreed to use similar precautions to safeguard OUSD student Confidential Information.
 - (c) ANet agrees to promptly return all such Confidential Information and related materials to OUSD if required by OUSD upon termination of the Agreement or at such time as may be requested by OUSD provided that ANet shall be permitted to retain and use one copy of De-Identified Aggregate Data solely to (i) conduct detailed

internal analysis that enables ANet to analyze performance outcomes and determine how effective its services are; and (ii) provide robust aggregate reports to all schools within the same network as OUSD, as well as schools outside the OUSD network that receive services from ANet.

- (d) ANet shall not, other than for the purposes permitted under the Agreement (i) use any OUSD Confidential Information; (ii) disclose OUSD Confidential Information to any third parties; (iii) reverse engineer, disassemble, or decompile any OUSD Confidential Information, or make any derivatives or translations of the OUSD Confidential Information, without OUSD's prior written consent.
 - (e) The foregoing requirements to maintain confidentiality of OUSD's Confidential Information shall extend beyond the termination of the Agreement.
 - (f) Exclusions: Information and data will not be deemed "Confidential Information" if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. However, this subsection 4(f) does not apply to OUSD identifiable student data.
 - (g) Obligations: The Parties shall use reasonable measures to protect the secrecy of, avoid disclosure and unauthorized use or reproduction of the other Party's Confidential Information. Without restricting or otherwise limiting the exercise by a Party of the rights and licenses expressly granted to it under this Agreement, Confidential Information may be disclosed to only (1) such employees and consultants of the Parties as may have a need to know such information in connection with the exercise of its rights and performance of its obligations under this Agreement, and (2) legal or financial advisors of the Parties, provided that such employees and consultants are bound by written agreements, and advisors are bound by ethical duties, in each case respecting such Confidential Information in accordance with the terms of this Section. However, subpart (2) of this subsection 4(g) does not apply to OUSD identifiable student data.
9. **Limitation of Liability:** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL ANET BE LIABLE TO MEMBER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF ANET HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. CONTRACTOR SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES, COSTS, OR LIABILITIES TO OUSD IN EXCESS OF TWICE THE FEES PAID OR PROPERLY PAYABLE BY MEMBER UNDER THE AGREEMENT OR AN APPLICABLE SCHOOL PROGRAM AGREEMENT. THIS ADDENDUM SECTION 5 DOES NOT ALTER IN ANY WAY ANY PROVISION OF THE UNDERLYING AGREEMENT, INCLUDING BUT NOT LIMITED TO SECTIONS 14 AND 21 THEREIN.
10. **Publicity:**
- i. ANet shall be entitled to (a) identify Member as a customer of ANet, (b) use Member's name in any advertising, promotional or sales literature, or in any other form of publicity, and (c) publicize, by news release or other public announcements, the existence of an arrangement between the Parties.
 - ii. Member hereby grants permission to take photographic, audio and video recordings of Member employees, contractors and consultants during sessions with Member and Member and Network events, subject to ANet requiring the consent of such employees, contractors and consultants. ANet will use such photographic, audio and video recordings only for the purposes of education, advertising, promotion, marketing, and/or public relations. Member waives any right to royalties or other compensation arising or related to the use of such images and recordings.
11. **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.
12. **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.

- 13. **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: Latashi Russell
 Site /Dept.: 923 – Network 4 - SIG
 Address: 1000 Broadway, Suite 600
Oakland, CA 94607
 Phone: (510) 879-2278
 Email: latashi.russell@ousd.org

CONTRACTOR:

Name: Natasha Telesford
 Title: SFO
 Address: One Beacon Street
Boston, MA 02108
 Phone: (857) 400-8887
 Email: rmontmeny@achievementnetwork.org

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.

- 14. **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.

15. **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 at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, 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.

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

17. **Assignment:** None of the obligations and rights of the Parties under this Agreement may be assigned without the express prior written consent of all Parties to the Agreement.
18. **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, sexual orientation, or other legally protected class.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.~~ *man*
24. **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:
 - i. **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.
 - ii. ~~**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 these 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 contact with OUSD pupils in providing services to the District under this Agreement."~~ *man*

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.

25. **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.
26. **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).
27. **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.
28. **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 access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
29. **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.

30. **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>).
31. **Severability:** In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed (and all other provisions) will continue in effect, to the extent consistent with the intent of the Parties as of the Effective Date.
32. **Force Majeure:** ANet shall not be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including, without limitation, earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared) or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.
33. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
34. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.

ANET Professional Services Contract

- 35. **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.
- 36. **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.
- 37. **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.
- 38. **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 that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 39. **Contract Publicly Posted:** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

OAKLAND UNIFIED SCHOOL DISTRICT

Arnie Eng

4/26/18

- President, Board of Education
- Superintendent
- Chief or Deputy Chief

Date

[Signature]

4/26/18

Secretary, Board of Education

Date

ACHIEVEMENT NETWORK, LTD.

[Signature]

Contractor Signature

2/10/18

Date

Natasha Telesford, CFO

Print Name, Title

Approved for Form and Content

[Signature]

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>

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.

ANet will begin by conducting a site-specific review process to fully understand each school's strengths and needs. Using observations, school document analysis, and focus groups, ANet will build context in each school's beliefs and practices, connected to the following areas: prioritization, schedule, dedicated leadership, culture of continuous learning, and standards-based instruction. Then, ANet will work alongside each school team to develop an arc of activities and trainings that address the challenges present at each school site. ANet will support schools in setting foundations building a strong data culture while leveraging ANet's expertise and ability to assert thought-leadership throughout the process.

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 these services, school leader participants and district leaders will develop a plan of action and identify necessary next steps. Participants will develop a vision for success and set measurable outcomes for the school year. Participants will develop a stakeholder engagement plan. Participants will set a foundation for building a strong adult culture with data in their schools.

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

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

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

Please select:

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

- Action Item added as modification to Board Approved CSSSP – Submit the following documents to the Resource Manager either electronically via email or 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.

| Resource # | Resource Name | Org Key | Object Code | Amount | Requisition # |
|------------|------------------------|------------|-------------|----------|---------------|
| 0002 | Program Investment | 1251101103 | 5825 | \$12,500 | R0182805 |
| 0002-1110 | Unrestricted-Supp | 1920002101 | 5825 | \$12,500 | R0181411 |
| 0002 | UNRES INSTRUC- SUPPITS | 1810002101 | 5825 | \$13,000 | R0180596 |
| 3180 | SIG Cohort 4 | 9233184201 | 5825 | \$10,000 | R0180458 |

0005 ISS Central Couns 9981641305 5825 \$7300 R0183148

**OAKLAND UNIFIED SCHOOL DISTRICT-ACHIEVEMENT NETWORK
PROFESSIONAL SERVICES CONTRACT (2017-2018)**

1. OUSD Responsibilities.

- a. OUSD will work with its information technology team to try and ensure that emails from 'achievementnetwork.org' are not blocked or filtered as spam.
- b. Member will provide to ANet, within six (6) weeks of the beginning of the applicable school year, teacher information for all ANet-involved Member teachers, including (1) name, (2) grade and subject taught, and (3) email address, updated as necessary to reflect changes in the staffing structure.
- c. Member will provide to ANet by the end of the applicable calendar year school-level targets for state assessments.

2. Member Data: OUSD will provide the following information to ANet:

a. For the year prior to the Program Start Date, and all years during the Program:

i. *To be provided when available:*

- a. State assessment outcomes (1) by student, including student demographic information and scale scores, and (2) by grade, including number of students at each proficiency band and total number of students tested.
- b. Student outcomes when available, including (1) mobility rate, (2) retention rate (students "held back"), and (3) graduation or progression rate.
- c. ANet shall not have access to, and OUSD shall not provide to ANet, any demographic information that indicates whether or not a student is or is not eligible for and/or receives free or reduced-priced lunch.

ii. *To be provided by the end of the applicable calendar year, or when available:*

- a. School-level demographics, including (1) total enrollment, (2) percentage of students in each race/ethnic category, (3) percentage ELL/FEP/LEP/NEP, (4) percentage special education/students with disabilities, and (5) Title I status.

b. For all years during the Program:

i. *To be provided within six (6) weeks of the beginning of the applicable school year:*

- a. Student information, including (1) name, (2) gender, (3) race/ethnicity, (4) ELL/FEP/LEP/NEP, special education status, (5) grade level. This information should be updated monthly with ANet's NSA team to reflect changes in the student body. ANet shall not have access to, and OUSD shall not provide to ANet, any demographic information that indicates whether or not a student is or is not eligible for and/or receives free or reduced-priced lunch.

b. Additional Use Rights for Assessments: ANet hereby grants to Member during the term of the Agreement the following rights:

b.1 Platform. A non-exclusive, non-transferable right to access and use the MyAchievementnetwork.org solely for Member's internal education-related purposes at Member's facility in connection with the provision of services by ANet.

b.2 Assessment Materials: A non-exclusive, non-transferable license to use, reproduce and distribute solely to Permitted Users (as defined below) hard copies of the assessment materials ("Assessment Materials") provided to Member during the Program, solely for Member's internal purposes in connection with the implementation of the Program.

b.3 Other Downloadable Content: ANet Content includes Assessment Materials.

b.4 Additional Restrictions For Assessments. The rights and licenses set forth in this Section are granted subject to the following restrictions:

(a) Results of the Assessment Materials may not be used for the purposes of evaluating or determining the employment status of personnel of Member.

c. ANet's Use of Member Data.

c.1 **Reports.** OUSD acknowledges and agrees that Member Data, and OUSD's performance on the assessments at the grade, school and organizational level, may be disclosed, published, distributed and otherwise used by ANet in Reports (as defined on the Program Description Page) provided to OUSD. ANet confirms that such Reports shall comply at all times with Section 6 of the Agreement, as well as with FERPA. Further, pursuant to FERPA, the Parties have determined that ANet shall provide an institutional service/function for which OUSD would otherwise use employees; ANet is under the direct control of OUSD with respect to the use and maintenance of education records; and ANet agrees to be subject to the requirements of 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from education records. (20 U.S.C. § 1232g, *et seq.*; 34 CFR § 99.31, *et seq.*)

c.2 **De-Identified Aggregate Data.** During the Term of the Agreement, ANet and its subcontractors shall have the right to disclose, distribute and use any Member Data and any other information input into the Platform ("Input Data"), as part of an aggregate set of data at the grade, school and organizational level that does not identify any such data as being related to any specific OUSD student ("De-Identified Aggregated Data"). OUSD acknowledges that ANet and its subcontractors may, at the grade, school and organizational level, (a) compile De-Identified Aggregated Data based on Member Data and Input Data, and (b) distribute such Aggregated Data in reports to OUSD and other clients of ANet that are using the same student assessments as OUSD.

c.3 **Use of Member Data.** Except as otherwise set forth in this Agreement, during the Term of the Agreement ANet shall not disclose or distribute to third parties Member Data other than (a) as part of De-Identified Aggregated Data at the grade, school and organizational level, or (b) to its subcontractors who require such information in connection with the implementation of the Program. OUSD hereby grants to ANet and its subcontractors a non-exclusive, revocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Member Data and Input Data at the grade, school and organizational level in connection with the uses described in the foregoing clauses (a) and (b).

c.4 **Data Security.** ANet certifies that it and, after reasonable investigation, diligence and inquiry, its vendors, consultants, contractors and other parties engaged by ANet in contact with Member Data (a) shall all be subject to the entire terms of this Agreement and (b) have established, implemented, and will maintain comprehensive information security programs detailing administrative, technical, and physical safeguards designed to ensure the security and confidentiality of Member Data, protect against anticipated threats or hazards to the security and integrity of Member Data, protect against unauthorized access to or use of Member Data, and provide for the proper disposal of Member Data, all as required by applicable law and this Agreement. During the Term, OUSD reserves the right to assess ANet's controls and security practices to ensure compliance with these requirements one time per calendar year, upon 14 business days' advance notice to ANet and during ANet's normal business hours. All costs incurred by OUSD for such assessments shall be at OUSD's expense.

d. Ownership; Reservation of Rights of Assessment Materials. Subject only to the rights expressly granted to Member under this Agreement, as between ANet and Member, all rights, title and interest in and to the Assessment Materials, and all modifications and enhancements thereof, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, will remain with and belong exclusively to ANet or ANet's licensors and providers, as applicable.



ACHIEVEMENT NETWORK
Learning Together

**Program Description for ANet Services (FY2017-2018)
(INCLUDING ASSESSMENTS)**

| | |
|--|------|
| School: Frick Middle School | |
| Address: 2845 64th Avenue, Oakland, CA 94605 | |
| Phone: (510) 729-7736 | Fax: |

| |
|--|
| Billing contact / Title: Christine Chen |
| Program Dates: July 1, 2017 – June 30, 2018 |

Fees and Payment Schedule:

| | |
|--------------------------------------|----------------------------------|
| Program Fee: | <u>\$25,000</u> |
| One-Time Subsidy: | <u>\$17,700</u> |
| Online Administration Fee: | <u>\$2,040 waived</u> |
| Total Fees: | <u>\$7,300</u> |
| Total Payment: | <u>\$7,300</u> |
| Payment Information: | |
| 50% of Fees due by March 31, 2018 | <u>\$3,650</u> |
| Balance of Fees due by June 30, 2018 | <u>\$3,650</u> |

ANet will provide:

1. RESOURCES

- a. Planning – Protocols and templates to facilitate planning, including the ANet Schedule of Assessed Standards
- b. Curriculum – Standards and Objectives Guides aligned to State Standards and Common Core Standards
- c. Lesson Planning – Plans and examples to facilitate re-teaching

2. PLATFORM

- a. Access for every teacher and administrator to online platform MyAchievementnetwork.org containing tools and network information

3. TRAINING & COACHING

- a. Logistics training for key personnel at school site
- b. Orientation to ANet for administrators and teachers (if new school)
- c. Student goal setting support
 - i. School-specific coaching/training sessions (as agreed to between coach and school) aligned to the following elements of the data cycles:
 - i. Annual and Pre-Cycle Planning
 - ii. Data Meeting
 - iii. Reflection Meeting
- d. School leader Mid-and-End-of-Year Meetings

4. NETWORK EVENTS

A "Network" includes all ANet member schools assigned to Member's Network. Member's Network includes all schools sharing the same Schedule of Assessed Standards as Member.

- a. School Leadership Team Network Meetings
- b. Other Network-specific events that may include: Learning Walks, Professional Learning Communities, workshops, and others.

5. MEMBER RESPONSIBILITIES

- a. Member will work with its information technology team to ensure that emails from 'achievementnetwork.org' are not blocked or filtered as spam.
- b. Member will provide to ANet within six (6) weeks of the beginning of the applicable school year teacher information for all ANet-involved teachers, including (1) name, (2) grade and subject taught, and (3) email address, updated as necessary to reflect changes in the staffing structure.
- c. Member will provide to ANet by the end of the applicable calendar year school-level targets for state assessments

ANet will provide:

1. RESOURCES

- a. Planning – Protocols and templates to facilitate planning, including the ANet Schedule of Assessed Standards
 - a. Curriculum – Standards and Objectives Guides aligned to State Standards and Common Core Standards
 - b. Lesson Planning – Plans and examples to facilitate re-teaching

2. PLATFORM

- a. Access for every teacher and administrator to online platform MyAchievementnetwork.org containing results from assessments, tools and network information

3. ASSESSMENT MATERIALS

- a. regularly scheduled interim assessments in Mathematics for grades [_____]
- b. regularly scheduled interim assessments in English for grades [_____]
- c. Quiz Tool access – Paper based re-assessment tool for teachers
- d. Online Quiz Tool access – Online re-assessment tool for teachers (if online quiz tool or online assessment access has been purchased by Member)

4. ANALYSIS, LOGISTICS & REPORTING

- a. Electronic delivery for all assessments materials and answer sheets
- b. Printing of assessments as determined by school (additional fees apply)
- c. Pick-up at school for assessment answer sheets (one pick-up per assessment administration)
- d. Scanning and scoring for multiple choice portions of assessment answer sheets
- e. Reports containing analysis of assessment results (the “Reports”), which include: (i) Member student summaries by whole school, class, grade and student level, (ii) item analysis by grade and (iii) Member Network comparisons and out of Network comparisons available through <https://my.achievementnetwork.org>. A “Network” includes all ANet member schools assigned to Member’s Network. “Member’s Network” includes all schools sharing the same Schedule of Assessed Standards as Member.

5. TRAINING & COACHING

- a. Logistics training for key personnel at school site
- b. Orientation to ANet for administrators and teachers (if new school)
- c. Student goal setting support
- d. School-specific coaching/training sessions (as agreed to between coach and school) aligned to the following elements of the data cycles:
 - i. Annual and Pre-Cycle Planning
 - ii. Data Meeting
 - iii. Reflection Meeting
- e. School leader Mid-and-End-of-Year Meetings

6. NETWORK EVENTS

A “Network” includes all ANet member schools assigned to Member’s Network. Member’s Network includes all schools sharing the same Schedule of Assessed Standards as Member.

- a. School Leadership Team Network Meetings
- b. Other Network-specific events that may include: Learning Walks, Professional Learning Communities, workshops, and others.

7. MEMBER RESPONSIBILITIES

- a. Member will work with its information technology team to ensure that emails from ‘achievementnetwork.org’ are not blocked or filtered as spam.
- b. Member will provide to ANet within six (6) weeks of the beginning of the applicable school year teacher information for all ANet-involved teachers, including (1) name, (2) grade and subject taught, and (3) email address, updated as necessary to reflect changes in the staffing structure.
- c. Member will provide to ANet by the end of the applicable calendar year school-level targets for state assessments



ACHIEVEMENT NETWORK
Learning Together.

**Program Description for ANet Services (FY2017-2018)
(EXCLUDING ASSESSMENTS)**

| | |
|---|------|
| School: Futures Elementary School | |
| Address: 6701 International Blvd. Oakland, CA 94621 | |
| Phone: (510) 636-0520 | Fax: |

| |
|--|
| Billing contact / Title: Brett Tankersly/brett.tankersly@ousd.org |
| Program Dates: July 1, 2017 – January 30, 2018 |

Fees and Payment Schedule:

| | |
|--------------------------------------|------------------------|
| Program Fee: | <u>\$10,000</u> |
| Total Fees: | <u>\$10,000</u> |
| Total Payment: | <u>\$10,000</u> |
| Payment Information: | |
| 50% of Fees due by March 31, 2018 | <u>\$5,000</u> |
| Balance of Fees due by June 30, 2018 | <u>\$5,000</u> |

ANet will provide:

1. RESOURCES

- a. Planning – Protocols and templates to facilitate planning, including the ANet Schedule of Assessed Standards
- b. Curriculum – Standards and Objectives Guides aligned to State Standards and Common Core Standards
- c. Lesson Planning – Plans and examples to facilitate re-teaching

2. PLATFORM

- a. Access for every teacher and administrator to online platform MyAchievementnetwork.org containing tools and network information

3. TRAINING & COACHING

- a. Logistics training for key personnel at school site
- b. Orientation to ANet for administrators and teachers (if new school)
- c. Student goal setting support
 - i. School-specific coaching/training sessions (as agreed to between coach and school) aligned to the following elements of the data cycles:
 - i. Annual and Pre-Cycle Planning
 - ii. Data Meeting
 - iii. Reflection Meeting
- d. School leader Mid-and-End-of-Year Meetings

4. NETWORK EVENTS

A "Network" includes all ANet member schools assigned to Member's Network. Member's Network includes all schools sharing the same Schedule of Assessed Standards as Member.

- a. School Leadership Team Network Meetings
- b. Other Network-specific events that may include: Learning Walks, Professional Learning Communities, workshops, and others.

5. MEMBER RESPONSIBILITIES

- a. Member will work with its information technology team to ensure that emails from 'achievementnetwork.org' are not blocked or filtered as spam.
- b. Member will provide to ANet within six (6) weeks of the beginning of the applicable school year teacher information for all ANet-involved teachers, including (1) name, (2) grade and subject taught, and (3) email address, updated as necessary to reflect changes in the staffing structure.
- c. Member will provide to ANet by the end of the applicable calendar year school-level targets for state assessments



ACHIEVEMENT NETWORK
Learning Together.

**Program Description for ANet Services (FY2017-2018)
(EXCLUDING ASSESSMENTS)**

| | |
|--|------|
| School: EnCompass Academy | |
| Address: 1025 81 st Avenue, Oakland, CA 94621 | |
| Phone: (510) 639-3350 | Fax: |

| |
|--|
| Billing contact / Title: Famlin Chao |
| Program Dates: July 1, 2017 – June 30, 2018 |

Fees and Payment Schedule:

| | |
|--------------------------------------|----------------------------|
| Program Fee: | <u>\$28,000</u> |
| Total Fees: | <u>\$28,000</u> |
| One-Time Subsidy: | <u>\$15,000</u> |
| Total Payment: | <u>\$13,000</u> |
| Payment Information: | |
| 50% of Fees due by March 31, 2018 | <u>\$6,500</u> |
| Balance of Fees due by June 30, 2018 | <u>\$6,500</u> |

ANet will provide:

1. RESOURCES

- a. Planning – Protocols and templates to facilitate planning, including the ANet Schedule of Assessed Standards
- b. Curriculum – Standards and Objectives Guides aligned to State Standards and Common Core Standards
- c. Lesson Planning – Plans and examples to facilitate re-teaching

2. PLATFORM

- a. Access for every teacher and administrator to online platform MyAchievementnetwork.org containing tools and network information

3. TRAINING & COACHING

- a. Logistics training for key personnel at school site
- b. Orientation to ANet for administrators and teachers (if new school)
- c. Student goal setting support
 - i. School-specific coaching/training sessions (as agreed to between coach and school) aligned to the following elements of the data cycles:
 - i. Annual and Pre-Cycle Planning
 - ii. Data Meeting
 - iii. Reflection Meeting
- d. School leader Mid-and-End-of-Year Meetings

4. NETWORK EVENTS

A “Network” includes all ANet member schools assigned to Member’s Network. Member’s Network includes all schools sharing the same Schedule of Assessed Standards as Member.

- a. School Leadership Team Network Meetings
- b. Other Network-specific events that may include: Learning Walks, Professional Learning Communities, workshops, and others.

5. MEMBER RESPONSIBILITIES

- a. Member will work with its information technology team to ensure that emails from ‘achievementnetwork.org’ are not blocked or filtered as spam.
- b. Member will provide to ANet within six (6) weeks of the beginning of the applicable school year teacher information for all ANet-involved teachers, including (1) name, (2) grade and subject taught, and (3) email address, updated as necessary to reflect changes in the staffing structure.
- c. Member will provide to ANet by the end of the applicable calendar year school-level targets for state assessments



ACHIEVEMENT NETWORK
Learning Together

Program Description for ANet Services (FY2017-2018)
(EXCLUDING ASSESSMENTS)

| | |
|--|-------------|
| School: RISE Elementary School | |
| Address: 8521 A Street, Oakland, CA 94621 | |
| Phone: (510) 729-7723 | Fax: |

| |
|--|
| Billing contact / Title: Shanina Lacy |
| Program Dates: July 1, 2017 – June 30, 2018 |

Fees and Payment Schedule:

| | |
|--------------------------------------|------------------------|
| Program Fee: | <u>\$12,500</u> |
| Total Fees: | <u>\$12,500</u> |
| Total Payment: | <u>\$12,500</u> |
| Payment Information: | |
| 50% of Fees due by March 31, 2018 | <u>\$6,250</u> |
| Balance of Fees due by June 30, 2018 | <u>\$6,250</u> |

ANet will provide:

1. RESOURCES

- a. Planning – Protocols and templates to facilitate planning, including the ANet Schedule of Assessed Standards
- b. Curriculum – Standards and Objectives Guides aligned to State Standards and Common Core Standards
- c. Lesson Planning – Plans and examples to facilitate re-teaching

2. PLATFORM

- a. Access for every teacher and administrator to online platform MyAchievementnetwork.org containing tools and network information

3. TRAINING & COACHING

- a. Logistics training for key personnel at school site
- b. Orientation to ANet for administrators and teachers (if new school)
- c. Student goal setting support
 - i. School-specific coaching/training sessions (as agreed to between coach and school) aligned to the following elements of the data cycles:
 - i. Annual and Pre-Cycle Planning
 - ii. Data Meeting
 - iii. Reflection Meeting
- d. School leader Mid-and-End-of-Year Meetings

4. NETWORK EVENTS

A “Network” includes all ANet member schools assigned to Member’s Network. Member’s Network includes all schools sharing the same Schedule of Assessed Standards as Member.

- a. School Leadership Team Network Meetings
- b. Other Network-specific events that may include: Learning Walks, Professional Learning Communities, workshops, and others.

5. MEMBER RESPONSIBILITIES

- a. Member will work with its information technology team to ensure that emails from ‘achievementnetwork.org’ are not blocked or filtered as spam.
- b. Member will provide to ANet within six (6) weeks of the beginning of the applicable school year teacher information for all ANet-involved teachers, including (1) name, (2) grade and subject taught, and (3) email address, updated as necessary to reflect changes in the staffing structure.
- c. Member will provide to ANet by the end of the applicable calendar year school-level targets for state assessments



ACHIEVEMENT NETWORK
Learning Together.

**Program Description for ANet Services (FY2017-2018)
(EXCLUDING ASSESSMENTS)**

| | |
|---|------|
| School: New Highland Academy | |
| Address: 8521 A Street, Oakland, CA 94621 | |
| Phone: (510) 729-7723 | Fax: |

| |
|--|
| Billing contact / Title: Esperanza Buenrostro |
| Program Dates: July 1, 2017 – June 30, 2018 |

Fees and Payment Schedule:

| | |
|--------------------------------------|------------------------|
| Program Fee: | <u>\$12,500</u> |
| Total Fees: | <u>\$12,500</u> |
| Total Payment: | <u>\$12,500</u> |
| Payment Information: | |
| 50% of Fees due by March 31, 2018 | <u>\$6,250</u> |
| Balance of Fees due by June 30, 2018 | <u>\$6,250</u> |

ANet will provide:

1. RESOURCES

- a. Planning – Protocols and templates to facilitate planning, including the ANet Schedule of Assessed Standards
- b. Curriculum – Standards and Objectives Guides aligned to State Standards and Common Core Standards
- c. Lesson Planning – Plans and examples to facilitate re-teaching

2. PLATFORM

- a. Access for every teacher and administrator to online platform MyAchievementnetwork.org containing tools and network information

3. TRAINING & COACHING

- a. Logistics training for key personnel at school site
- b. Orientation to ANet for administrators and teachers (if new school)
- c. Student goal setting support
 - i. School-specific coaching/training sessions (as agreed to between coach and school) aligned to the following elements of the data cycles:
 - i. Annual and Pre-Cycle Planning
 - ii. Data Meeting
 - iii. Reflection Meeting
- d. School leader Mid-and-End-of-Year Meetings

4. NETWORK EVENTS

A “Network” includes all ANet member schools assigned to Member’s Network. Member’s Network includes all schools sharing the same Schedule of Assessed Standards as Member.

- a. School Leadership Team Network Meetings
- b. Other Network-specific events that may include: Learning Walks, Professional Learning Communities, workshops, and others.

5. MEMBER RESPONSIBILITIES

- a. Member will work with its information technology team to ensure that emails from ‘achievementnetwork.org’ are not blocked or filtered as spam.
- b. Member will provide to ANet within six (6) weeks of the beginning of the applicable school year teacher information for all ANet-involved teachers, including (1) name, (2) grade and subject taught, and (3) email address, updated as necessary to reflect changes in the staffing structure.
- c. Member will provide to ANet by the end of the applicable calendar year school-level targets for state assessments

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2017-2018

Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

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

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

Attachment Checklist For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>) For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact Emails about this contract should be sent to: (required) brett.tankersley@ousd.org

Contractor Information

| | | | | | |
|--------------------|---|------------------|---|-------|--------------|
| Contractor Name | The Achievement Network, Ltd. W (ANET) | Agency's Contact | Natasha Telesford | | |
| OUSD Vendor ID # | I007304 | Title | CFO, Achievement Network | | |
| Street Address | 1 Beacon Street | City | Boston | State | MA Zip 02108 |
| Telephone | | Email (required) | rmontmeny@achievementnetwork.org | | |
| Contractor History | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |

Compensation and Terms – Must be within the OUSD Billing Guidelines

| | | | | | |
|------------------------------|----------|----------------------------|-----------|----------------|---------|
| Anticipated start date | 7/1/2017 | Date work will end | 6/30/2018 | Other Expenses | \$ 0.00 |
| Pay Rate Per Hour (required) | Flat | Number of Hours (required) | Flat | | |

Budget Information

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

| Resource # | Resource Name | Org Key | Object Code | Amount |
|-----------------------------------|-------------------|------------------------------|-------------|--------------|
| 3180 | SIG Cohort 4 | 9233184201 | 5825 | \$ 10,000.00 |
| 0005 | ISS-Central Couns | 9981641305 | 5825 | \$ 7,300.00 |
| | | see attachment | 5825 | \$ 38,000.00 |
| Requisition No. (required) | see attachment | Total Contract Amount | | \$ 55,300.00 |

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

| | | | | | | |
|--------------------|---|---|--------------------|-----------------|---------------|---------|
| 1. | Administrator / Manager (Originator) | Name | Elizabeth Henry | Phone | 510-879-2278 | |
| | Site/Department (Name & #) | Futures123, Encamp 181, Rise 192, NewHigland125, Frick 203 | | | Fax | |
| | Signature | <i>Elizabeth Henry</i> | | | Date Approved | 3/23/18 |
| 2. | Resource Manager, if using funds managed by: | <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Community Schools & Student Services <input type="checkbox"/> Risk Mgmt | | | | |
| | <input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP) | | | | | |
| | Signature | | | | Date Approved | |
| 3. | Network Superintendent/Deputy Network Superintendent | | | | | |
| | Signature | | | | Date Approved | |
| 4. | Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$ _____ | | | | | |
| | <input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site <input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work | | | | | |
| | Signature | <i>Sandra Gail</i> | | | Date Approved | |
| 5. | Superintendent, Board of Education Signature on the legal contract | | | | | |
| Legal | Required if not using standard contract | Approved | <i>[Signature]</i> | Denied - Reason | Date | |
| Procurement | Date Received | | | PO Number | | |

SAM Search Results
List of records matching your search for :

Search Term : the* achievement* network*
Record Status: Active

| | | |
|---|-------------------------------|-------------------------------|
| ENTITY | Achievement Network, Ltd.,The | Status:Active |
| DUNS: 832783398 | +4: | CAGE Code: 65M64 DoDAAC: |
| Expiration Date: Mar 14, 2019 Has Active Exclusion?: No Debt Subject to Offset?: No | | |
| Address: 1 BEACON ST STE 2200 | | |
| City: BOSTON | | State/Province: MASSACHUSETTS |
| ZIP Code: 02108-3106 | | Country: UNITED STATES |