

Board Office Use: Legislative File Info.	
File ID Number:	13-2437
Introduction Date:	11/06/2013
Enactment Number:	13-2433
Enactment Date:	11-20-13



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To: Board of Education
From: GARY YEE, EdD, ACTING SUPERINTENDENT; By: GARY YEE, Deputy Superintendent
Board Meeting Date: 11/20/2013
Subject: Professional Service Contract
Contractor: Strategies of Success of Firebaugh, CA
Services for: 975-PROGRAMS FOR EXCEPTIONAL

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Strategies of Success, Firebaugh, CA, for the latter to provide: Gather information, review, provide analysis and recommendations for the Special Education program and SELPA. Review and provide recommendations for accountability procedures processes, to include data analysis and systems and review for federal and state compliance. Provide assistance in the process and analysis for development of the SPED Strategic Plan and Framework, including the technical assistance with monitoring programs with identified priority areas. Provide professional development and coaching of effective leadership and organizational behavior. Provide technical assistance to monitor and review Response to Intervention systems and procedures for the period of 07/01/2013 through 12/30/2013 in an amount not to exceed \$78,400.00.

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

With the departure of the Executive Director and other critical positions in the Special Education program in the Spring of 2013, there is an urgent need to have assistance in the gathering of information and development of the Special Education Framework and Strategic Plan. There continues to be needed assistance in the transition of the new Associate Superintendent and other critical positions, as well as the implementation of the SPED Strategic Work Plan and Framework.

Discussion:
 (QUANTIFY what is being purchased.)

Gather information, review, provide analysis and recommendations for the Special Education program and SELPA. Review and provide recommendations for accountability procedures processes, to include data analysis and systems and review for federal and state compliance. Provide assistance in the process and analysis for development of the SPED Strategic Plan and Framework, including the technical assistance with monitoring programs with identified priority areas. Provide professional development and coaching of effective leadership and organizational behavior. Provide technical assistance to monitor and review Response to Intervention systems and procedures

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OAKLAND UNIFIED
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Fiscal Impact: Funding resources below not to exceed \$78,400.00
\$78,400.00 General Purpose-Unrestricted

Attachments: Professional Services Contract including Scope of Work
Waiver Summary
Resume / Statement of Qualifications
EPLS Search Results Page
Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between Strategies of Success
(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:

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 07/01/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than 12/30/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Seventy eight thousand four hundred Dollars (\$78,400.00) [per fiscal year], at an hourly billing rate not to exceed _____ 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: No Reimbursements

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.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE, which shall not exceed a total cost of \$0.00.

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.

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

Professional Services Contract

OUSD Representative:

Name: SHEILAGH ANDUJAR
Site /Dept.: 975-PROGRAMS FOR EXCEPTIONAL
Address: 2850 West Street
Oakland, CA 94608
Phone: 510-874-3700

CONTRACTOR:

Name: Catania Kathryn
Title: CEO
Address: 11088 RD 5 1/2
Firebaugh, CA 93622
Phone: 559-246-8146

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.) 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 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:** CONTRACTOR will adhere to the following staff requirements and 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 OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

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.epls.gov/eplis/search.do>)

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. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

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.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

GARY YEE

10/08/2013

Catania Kathryn

10/08/2013

- President, Board of Education
- Superintendent or Designee

Date

Contractor eSignature

Date

Secretary, Board of Education

Date

Print Name, Title

Catania Kathryn, CEO

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 By:

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.

Gather information, review, provide analysis and recommendations for all Special Education program and SELPA. Review and provide recommendations for the accountability procedures and processes, to include data analysis and systems review for federal and state compliance. Provide assistance in the process and analysis for development of the SPED Strategic Plan and Framework, including the technical assistance with monitoring programs with identified priority areas. Provide professional development and coaching of effective leadership and organizational behavior. Provide technical assistance to monitor and review Response to Intervention systems and procedures. Review of special education programs to include mental health programs, non-public school placements, non-public agency agreements and programs for severely handicapped. The review will include staffing, curriculum, program placement, compliance structures. Assist in preparation of materials for Board meeting presentations and professional learning for special education administration and staff. Provide technical assistance in resource and personnel allocations as well as budget development and oversight protocols. The hourly rate includes travel and materials needed to perform the services described above.

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.

Development and implementation of a work plan to address the multiple challenges identified in the Programs for Exceptional Children Department in OUSD. As a result of the is work the number of non-compliant special education issues will be reduced, PEC staff will be trained to more effectively identify students with special needs and place them appropriately in OUSD programs, special education programs will be more clearly defined with research based strategies, structures and curriculum to successfully meet the IEP goals and objectives of placed students, increased collaboration and connectivity with general education will increase the graduation rate of special education students, expenditures of special education resources will clearly defined, transparent and closely monitored to ensure quality program and services to all OUSD special education students. Integrating the work to ensure that the needs of identified special education students and the programs/services that support their educational success are integrated into OUSD District Strategic Plan with connectivity and collaboration with all district partners a focus of the work.

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 checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" 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 type="checkbox"/> Accountable for quality |
| <input checked="" type="checkbox"/> High quality and effective instruction | <input checked="" 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): Not Applicable
No Restricted Funds

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.



ContractsOnline: Contract Waiver Summary

Site Number-Name: 975-PROGRAMS FOR EXCEPTIONAL

Principal / Department Head: SHEILAGH ANDUJAR

Contractor Name: Catania Kathryn

Business Name: Strategies of Success

Contract Type: Standard

Anticipated Start Date: 07/01/2013

Contract End Date: 12/30/2013

Rate Type: FLAT

Contract Amount: \$78,400.00

Applicable Waivers

Approved by Risk Management

Insurance-Reduction Waiver Status: NA

Waiver-Reduction Type: \$1,000,000 Required

Other Reduction Amount: NA

Approval Date:

Approved by Deputy Superintendent

Billing Waiver Status: Approved

Approval Date: 10/04/2013

Fingerprint Waiver Status: NA

Approval Date:

TB Test Waiver Status: NA

Approval Date:

Kathryn Catania, Ed.D. - President, Strategies of Success

National, State and District School Improvement & Staff Development

Strategies of Success is a California State Board of Education Approved District Assistance Intervention Team

Fresno County Office of Education (FCOE) – 2003-2013

- Deputy Superintendent, Fresno County Office of Education
- Supervisor of Fresno County SELPA, 3 Special Education Schools and 71 SDC Classrooms
- Facilitate/train all aspects of increasing student achievement – **including training and coaching of Effective Strategies for English Learners as part of a Prof Learning Comm.**
- Directs team of 57 Leadership, Content and Support Coaches, working with 16 Dist/ 38 Schools Including Sanger Unified, Clovis Unified, and Monterey Peninsula Unified School District
- Facilitator- Response to Intervention integrated with Prof. Learning Community
- Professional Learning Community Lead Trainer
- Superintendent/Principal Leadership Trainer – UC San Diego — English learner Strategies
- Trainer - CLAD, CTEL Trainer for English Learner strategies

Fresno County Office of Education 2002

- English Learner Specialist - Instructor of SB 395, CELDT administrations, EL compliance
- Coordinator of County Curriculum Forum, English Learner Coordinator Network
- Lead for No Child Left Behind (AYP and API) and Categorical Program Review

Firebaugh-Las Deltas Unified School District - K-12 1985-2001

- Staff Recruitment & Selection/ Ventures in Excellence / BTSA/CFASST
- Principal training - Teacher Evaluation Using CA Teaching Standards
- Researched-Based Reading Improvement Strategies (AB 1881)
- Schoolwide Planning Institute, Dr. Jennifer Bell - “Results”, Mike Schmoker
- DataWorks, Curriculum Calibration, Dr. Sylvia Ybarra
- CA English Language Development Standards, Dr. Adel Nadeau
- Classroom Instruction That Works, Pickering & Marizan
- Understanding Poverty, Ruby Payne
- Legal Compliance with Federal Categorical Programs and Assessments

United State Department of Education- NCCE Training – Afterschool Programs

- Aligning Standards to Curriculum - Classroom Management - Recruiting and Training Staff
- Choosing and Implementing Researched-Based Standards Best Practices

California Department of Education - Stepping up to Standards -Title I Achieving Schools

- Implementing Standards in Instruction, Curriculum and Assessment
- Improve Communication Systems with Students, Staff, and Parents
- Technology to Enhance Standard Implementation
- Standards-Based Report Cards, The Process of Implementation

Arnold’s All Stars - (Arnold Schwarzanegger’s Middle School Project/ LA)

Standard-Based Learning in Student Afterschool Programs – Author of Curriculum

California League of High Schools, California League of Middle Schools, CSBA

Presenter at multiple annual conferences on School Improvement Models

CREREDENTIALS/DEGREES/CERTIFICATES

- 2006 **Doctoral of Ed. in Educational Leadership and Management, Summa Cum Laude**
current **Professional Clear Education Administration California Credential**
1992 **M.A. Education Administration, with distinction, CSU Fresno**
Danforth Scholar
current **Pupil Personnel Services Credential, CSU Fresno**
current **Multiple Subjects, Clear Credential, Fresno Pacific College**
current **CLAD Certificate,**
Stanford Technology Leadership in Education Certificate
1985 **Bachelor of Science, Ag Management, Minor, Journalism-Public Relations**
California Polytechnic State University, San Luis Obispo, California

GRANTS AND AWARDS

- 2010-2012 Federal Title III Grant – \$1,500,000 to train principals/teachers on English Learner Strategies
2006-10 – **School Improvement Achievement - 2009 – 1st District to Exit Federal Title 1 Sanctions**
3 Schools Met AYP to exit Prog Improv. sanctions (2 were Year 5 Prog. Improv.)
5 Schools under SAIT met criteria to exit SAIT Sanctions
**Leadership Team for McRel Balanced Leadership Training, 2 years
2002- Ca Dept of Ed - Demonstration Regional Learning Center - After-School Programs
2002 **CTAP-Outstanding Middle School Technology Showcase**
2000 **CA School Board Association, Golden Bell Award - Cross-category Program-Afterschool**
2000 CA Dept. of Education, **Lang. Arts Demonstration School**, MSDP Grant, \$90,000
1999-03 San Joaquin Valley Math Project, Demonstration Partnership
1999-00 CDE, AB 1331 - Algebra Content Training, all staff
1999-02 21st Century After-School Program, State After-School Grants 1.3 million
1999 Valley League of Schools, Model Technology Middle School
1998 **Administrator of the Year**, Firebaugh-Las Deltas Unified School District
1996-00 Title VII Grant, 1.5 million, Transitional Math and Science

Consultant #2 - Strategies of Success

EDUCATION **Masters Degree, Special Education 1976**
California State University, Fresno

Bachelors Degree, Psychology, 1970, CSU Fresno

CREDENTIALS **Administrative Services Credential, Life, 1987**
Special Education (K-12), Life, 1972
Community College, Special Education, 1974

PROFESSIONAL EXPERIENCE

- 6/10- **Educational Liaison, Mental Health Systems Inc, Fresno Children's Wraparound Program (Part-time)**
- 4/09-6/11 **Administrator, Allen-Cox Family Homes, Intermediate Care Facility Developmental Disabled-Nursing (ICFDD-N). (Part-time)**
- 8/06-6/09 **Consultant, Fresno County Office of Education, Foster Youth Educational Services, (Part-time)**
- 8/06-8/07 **Learning Director, Golden Valley Unified School District, Educational Options for Independence High School, Valley Teen Ranch CDS, Children's Hospital School. (Part-time)**
- 8/04-8/05 **Education Consultant (contracted as needed)**
- Crescent View Charter High School, Parlier Unified School District, Special Education Services
 - Central Valley Regional Center. Visalia and Fresno offices.
 - Clovis Unified School District, Special Education Department.

Retirement from Fresno Unified School District effective July 1, 2004

- 4/04-7/04 **Program Manager/Principal, Special Education, Fresno Unified School District (FUSD)**
- PRIDE, Program for Emotionally Disturbed Students, DeWolf High School
 - Fulton School, Day Treatment Program at Fresno County Department of Mental Health
 - Interagency liaison, Childrens Mental Health, Fresno County, DCFS, FCOE.

- 6/03-11/03 **Interim Administrator**, Special Education, FUSD
- Provide leadership to FUSD SELPA
 - Assume the responsibility to support and supervise the Department of Special Education to include the Budget Manager, Administrators and clerical staff.
 - Administration of the fiscal, program, personnel and legal aspects for Special Education
- 8/02-6/03 **Acting SELPA Director**, Special Education, FUSD
- Provide fiscal, legal oversight to the FUSD SELPA
 - Collaboration with the District staff and Community Advisory Committee on the development and implementation of the SELPA Local Plan
 - Network with State-wide SELPA Directors
- 10/97-7/04 **Program Manager**, Special Education, FUSD
- Coordination and supervision of Psychological Services
 - Coordination and development of services to emotionally disturbed students
 - Coordination and supervision of programs and services to high schools and alternative education programs
 - Coordination and supervision of all District specialty programs serving students with severe disabilities and students in Residential and Non-public schools
 - Collaboration on the creation of the District Autism Team
 - Coordination and facilitation of all Mediations/Due Process Hearings, procedural safeguards and complaints to the California Department of Education (CDE)
 - Interagency liaison with Fresno County SELPA, Fresno County Department of Mental Health, Clovis Unified SELPA, Exceptional Parents Unlimited and Department of Health
- 1992-10/97 **Principal**, Addicott School, Fresno, CA, *Fresno County Office of Education* (FCOE), Department of Special Education
- 1988-1992 **Principal**, Sutherland Center, Kerman, CA, FCOE, Department of Special Education
- 1980-1988 **Principal**, Cook-Hamilton School, Fresno, CA, FCOE, Department of Special Education
- 1977-1980 **Principal**, Rata School, Fresno, CA, FCOE, Department of Special Education

1972-1977 **Teacher**, Special Education, Monte Vista School, Reedley CA, FCOE

OTHER RECENT PROFESSIONAL EXPERIENCE

- 10/07- **Member, *Foster Care Standards and Oversight Committee.***
Fresno County Board of Supervisors Representative for District 2.
Chairman, Education Subcommittee.
- 3/03-3/04 **Member**, SELPA Directors Advisory. “Study of the Incidence
Adjustment in Special Education Funding Model.” American Institutes
for Research (Contracted by the Department of Education).
- 2002-04 **Member**, *Fresno Leadership Team Child Planning Work Group*, Babies
First Foundation
- 2001-04 **Member**, *Dual Diagnosis Planning Project*, Central Valley Regional
Center.
- 2000-04 **Member**, *Mental Health Collaborative* (Children’s Hospital, Central
Valley Regional Center, Department of Children and Family Services,
Fresno Unified School District).
- 1996- **Administrator**, Allen-Spees Family Home, an Intermediate Care facility
for Medically Fragile/Developmentally Disabled infants and children.

AWARDS

- Administrator of the Year for Fresno County Office of Education, 1997**
Fresno ROP-William F. Noli Outstanding Service Award, 1996
California State Foster Parents of the Year Award, 1994

Consultant #3 - Strategies of Success

EDUCATION

California State University, Fresno, B.S., Recreation Administration,
Therapeutic Option, 1974

California State University, Fresno, M.A. Education Administration, 1981

CREDENTIALS

Specialist Learning Handicapped

Specialist Severely Handicapped

Administrative Services

TEACHING AND ADMINISTRATIVE EXPERIENCE

- 2009- 2013 Consultant with Monterey Peninsula Unified School District, Special
Education Department
- 2006-2009 California State University, Fresno. Lecturer, School of Education and
Human Development, Department of Advanced Studies
Moderate/Severe Level I and II Credential Courses
- 1999-2006 Principal./Program Specialist, Fresno Unified District,
Severely Handicapped/Autistic Program
- 1989-2006 California State University Fresno, Part time Lecturer, School of
Education and Human Development, Department of Advanced Studies
Mild/Moderate and Moderate and Severe credential courses
- 1993-1999 Vice Principal Program Specialist, Fresno Unified School District
Powers-Ginsberg School, students with orthopedic disabilities
- 1989-1993 Fresno Unified School District, Special Day Functional Skills Class
Teacher, Wawona Middle School
- 1987-1989 California State University, Fresno. Lecturer, School of Education and
Human Development, Department of Advanced Studies
Learning, Handicapped and Severely Handicapped Courses
- 1981-1987 Fresno County Schools
Principal, Center Programs for students with severe disabilities

1980-1981 Fresno County Schools
Adaptive Physical Education Resource Teacher

1974-1980 Addicott School, Fresno County Schools
Teacher for students with severe disabilities

OTHER EDUCATION RELATED EXPERIENCE

1995 - Special Olympics Coach/Official for swimming and ski training and organization of area events, Fresno, CA

1989 -1991 Very Special Arts, Fresno, Co-Chair. Established the Fresno-Acura Education Fund, organized Fresno County Arts Festival and Benefit Performance

1987 -1990 Recreation Therapy Consultant, Habilitation Inc., Fresno, CA

1986 California State Demonstration Site Supervisor, Individual Critical Skills Model Training

1982-1984 President, Fresno County Special Olympics

1980-1984 Consultant, Learning Corporation of America. Wrote discussion and study guides for L.C.A. films

1975-1980 Consultant, National Special Olympics, Washington, D.C. and Wham-O-Mfg. Co. Conducted training clinics, assisted in preparation and editing of "Frisbee Skills and Activities: A coaching guide for Special Olympic Athletes," 1977, Joseph P. Kennedy, Jr. Foundation

AWARDS AND GRANTS

2006 ACSA Region IX, Administrator of the Year Award, Special Education

1992 Excellence in Teaching Award, Middle School Division,
Fresno Public Education Fund

PRESENTATIONS

"Inclusion- Its Role in Character and Civic Development", Character and Civic Education Conference, California State University, April 1997

"Diversity in the Schools-Implementing Various Inclusion Models", Cal TASH Conference, Burbank, CA, April, 1996

“Community Integration: Parent Perspectives,” Exceptional Parents Unlimited, Building Parent-Professional Partnerships Workshop, Fresno, CA, April, 1987

“Administrative Support for Community Based Instruction,” Fresno Pacific College, Conference for Educators, Fresno, CA, October, 1986

PROFESSIONAL AFFILIATIONS

Council of Exceptional Children

The Association for Persons with Severe Handicaps

The Association of School Administrators.



Certificate of Commercial General Liability Insurance

This certificate is issued for informational purposes only.

It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies.

Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Named Insured:	Strategies of Success Inc		
Insurer Name:	Hiscox Insurance Company Inc.		
Policy Number:	UDC-1382304-CGL-13		
Type of Coverage:	Occurrence		
Policy Effective Date:	September 17, 2013	Policy Expiration Date:	September 17, 2014

Limits of Insurance

Each Occurrence:	\$ 1,000,000	
Damage to Premises Rented to You:	\$ 100,000	Any one premises
Medical Expense:	\$ 5,000	Any one person
Personal & Advertising Injury:	\$ 1,000,000	
General Aggregate:	\$ 2,000,000	
Products/Completed Operations Aggregate:	Products-completed operations are subject to the General Aggregate Limit	
General Aggregate Limit applies per:	Policy	

Description of Endorsements/Special Provisions

Oakland Unified School District



Authorized Representative

September 18, 2013

Date