Board Office Use: Le	gislative File Info.
File ID Number	12-1679
Introduction Date	9/27/12
Enactment Number	12-2455 1
Enactment Date	9-27-12 4



Enactment Date	9-27-12 (1	Control of the control	n. over the erre
	7	Community Schools, Thriving Stude	HINE
Memo			
То	Board of Education		
From	Tony Smith, Ph.D., Superint	endent ity Superintendent, Instruction, Leadership &	
FIOIII	Equity-in-Action	ty superintendent, instruction, Leadership a	
		y Superintendent, Business & Operations	
Board Meeting Date (To be completed by Procurement)	9/27/12		
Subject	Professional Services Contra	ct Amendment - 1	
	School Solutions Collaborative	LLC Oakland Ca (Contractor, City/State) -	
	Claremont	Middle School (site/department)	
Astin Damestad	Datification by the Course	Donal of the grand and to the professional conde	
Action Requested		ng Board of the amendment to the professional service ct and <u>School Solutions</u> Collaborative, LLC	;5
		vided to Charemont Middle School fo	r
	the period of04/30/2012	through 06/30/2012 , in an amount not to exce	ed
	\$ <u>7,000.00</u> .		
Background A one paragraph explanation of why an amendment is needed.	program is necessary. Too many middle school teachers have not Claremont is expanding its contr on secondary literacy key design	te it evident to Claremont that building a robust middle school literact of our students are grade levels behind in reading and writing, yet been trained in teaching secondary students how to read and write act with School Solutions Collaborative, L.C. to receive additional training in the teachers are investing in educating themselves so the grade into building their literacy program.	most aining
Discussion One paragraph summary of the amended scope of work.	(Oakland, Ca), for the latter to protect to design a secondary literacy programmence to grade level. Schoolse contact with the Close contact with the Chrizontal literacy program focus	onal contract between OUSD and School Solutions Collaborative Libroride (1) Training and guidance to support the Claremont Literacy organ that will emphasize supporting students to accelerate their sol Solutions Collaborative, LLC will train appropriate staff and main Research and Design Team as they develop a robust vertical and ed on reading and writing, through the period of 4/30/2012 to 06/ount from 20,000 to 27,000. All other terms remain in full force and	Геат itain '30/12
Recommendation		ng Board of the amendment to the professional servicing and School Solutions Collaborative, LLC	es
	Services to be primarily pro		 or
	the period of <u>04/30/2012</u> \$ 7,000.00	through 06/30/2012, in an amount not to exc	eed
Fiscal Impact	Funding resource name (-)-	ase spell out) Property Damage	
riscai inipact	i unumg resource name (pe	not to exceed \$7,000.00	
Attachments	Contract Amendme		

Copy of original contract

Board Office Use: Legislative File Info. File ID Number 17-1679 9-27-12 Introduction Date 12-24:55 **Enactment Number Enactment Date**



Community Schools, Thriving Students

AMENDMENT NO. TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and School Solutions Collaborative, LLC (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on

				3/20 , 2012 , an	id the parties agree to amend t	hat Agreement as follows:
	Services:	☐ The	scope of work	is <u>unchanged</u> .	■ The scope of worl	chas <u>changed</u> .
	expected fin	al results, such as	s services, mate	erials, products, and/o	of revised scope of work incluor reports; attach additional paggrees to provide the following a	uding a measurable description o ges as necessary. amended services:
eco eve	ndary litera lopmental i emont's Sec	icy. Training will needs of middle condary Literacy	include design school student and Design 1	n principles in both its as well as accel	curriculum, instruction and erating student performance arate the training into the de	stand key design principles to assessment, and focus on the a and achievement. velopment of a robust
	Terms (du	ration): The	term of the cont	tract is <u>unchanged</u> .	☐ The term of the cor	ntract has changed.
	If the t	erm has chanc	ed: The cont		ed by an additional	(days/weeks/months)
).		ation: The			The contract price	has <u>changed</u> .
	If the	compensation	has changed:	The contract price	e is amended by	
					nal contract amount	
		□ Decrease	of \$	to origi	nal contract amount	
	and the	e new contract t	otal is twenty-	seven thousand	d	oliars (\$27,000.00)
	No.	Date	General Description of Reason for Amendment		Amount of Increase (Decrease)	
						\$
						\$
						\$
6.	Approval: signature by	This Agreement y the State Admi	is not effective nistrator, the E	and no payment st Board of Education	, and/or the Interim Superin	0
	Man	NIFIED SCHOOL Board of Educati	ntes	6-22-12 Date	SONTRACTOR Contractor/Signature	5-29-10 Date
		ndent or Designee			Ustie He Mur,	Executive Director
E	oard of Educ			9 28 12 Date	Print Name, Title	
oard	of Education					
ev.	5/11 v1 N	lew Req. No.	R0204587	P.O. No.	P1207343	

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR'S entire Proposal is <u>not</u> made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

This amendment #1 is a professional contract between OUSD and School Solutions Collaborative LLC (Oakland, Ca), for the latter to provide (1) Training and guidance to support the Claremont Literacy Team to design a secondary literacy program that will emphasize supporting students to accelerate their performance to grade level. School Solutions Collaborative, LLC will train appropriate staff and maintain close contact with the Claremont Research and Design Team as they develop a robust vertical and horizontal literacy program focused on reading and writing, through the period of 4/30/2012 to 6/15/2012 increasing the Not to Exceed Amount from 20,000 to 27,000. All other terms remain in full force and effect.

	SCOPE OF WORK
Sc	chool Solutions Collaborative, LLC will provide a maximum of 70.00 hours of services at a rate of \$ 100.00 per hour for a
tota	al not to exceed \$7,000.00 . Services are anticipated to begin on 04/30/2012 and end on 06/30/2012.
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.
	School Solutions Collaborative, LLC will train Claremont's Secondary Literacy Design Team to understand key design principles to secondary literacy. Training will include design principles in both curriculum, instruction and assessment, and focus on the developmental needs of middle school students as well as accelerating student performance and achievement. Claremont's Secondary Literacy and Design Team will then integrate the training into the development of a robust secondary literacy program.
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 services provided by School Solutions Collaborative, 100% of Claremont students will have access to a coherent writing program that is not only mapped out both vertically and horizontally by genre, product, skill emphasis, and strategies but also developmentally appropriate. A reading program will begin to take shape and be positioned for expansion in the 2013-14 school year.
3.	Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.) Tensure a high quality instructional core Prepare students for success in college and careers
	☑ Develop social, emotional and physical health ☐ Safe, healthy and supportive schools
	✓ Create equitable opportunities for learning — Accountable for quality

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4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds) Please select: Action Item included in Board Approved SPSA (no additional documentation required) — Action Item Number: Action Item added as modification to Board Approved SPSA — Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off. 1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date. 2. Meeting announcement for meeting in which the SPSA modification was approved. 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification. 4. Sign-in sheet for meeting in which the SPSA modification was approved.

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School Solutions Collaborative, LLC

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

Content Areas

Organizational Coaching

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

Executive Coaching

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

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

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

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

Board Office Use: Le	gislative File Info.
File ID Number	12-0823
Introduction Date	04/25/2012
Enactment Number	12-1159
Enactment Date	4-25 12 7



Community Schools, Thriving Students

Memo

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The Board of Education

From

Tony Smith, Ph.D., Superintendent

By: Maria Santos, Deputy Superintendent, Instruction, Leadership &

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

Board M	eeting	Date
(To be c	omple	ted by
Procure	ment)	

4-25-12

Subject

Professional Services Contract School Solutions Collaborative, LOakland Ca (contractor, City State)
Claremont Middle School (site/department)

Action Requested

Background

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

Claremont Middle School has experienced significant transition this past year. This transition has made the teaching and learning conditions challenging for both teacher and student alike. As one teacher said recently, "The spine of this teaching community is broken." School Solutions Collaborative, LLC has considerable experience building professional learning communities, with particular success at schools noted by professional mistrust.

Discussion
One paragraph
summary of the
scope of work.

School Solutions Collaborative, LLC will provide technical and relational support in building a robust professional learning community. In collaboration with the principal, School Solutions Collaborative will support teachers to collaborate and build a student achievement plan using the cycle of inquiry. The cycle of inquiry will be the foundation for building shared success and trust among the adult school community. The cycle of inquiry includes, but is not limited to the following:

1) Identifying the challenge through data analysis, 2) Choosing a student achievement priority, 3) Identifying root causes, 4) Developing a theory of action, 5) Identifying goals, 6) Designing an action plan, and 7) Reflecting and learning.

Recommendation

Fiscal Impact

Funding resource name (please spell out) General Purpose
not to exceed \$.20,000.00

Attachments

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

Board Office Use: Legi	slative File Info.
File ID Number	12-0523
Introduction Date	04/25/2012
Enactment Number	12-1159
Enactment Date	4-25-12 83



PROFESSIONAL SERVICES CONTRACT 2011-2012

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

to	ancial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The ties agree as follows:
1.	Services: CONTRACTOR shall provide the services described in Exhibit "A," attached hereto and incorporated herein by reference ("Services" or "Work").
2.	Terms: CONTRACTOR shall commence work on <u>03/20/2012</u> , or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than <u>06/30/2012</u>
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed twenty-thousand-dollars Dollars (\$ 20,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.
	If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.
	OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: None
	Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.
	The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.
4.	Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
	1. Individual consultants:
	□ Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
	Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
	☐ Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
	2. Agencies or organizations:
	Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5.	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 \$
6.	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.
7.	Notices: All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mall (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative: Name: Benjamin Schmookler Name: School Solutions Collaborative, LLC Site /Dept.: Claremont Middle School Address: 5750 College Avenue Oakland, CA 94618 Ca 94619 Phone: 654-7337 CONTRACTOR: Name: School Solutions Collaborative, LLC Title: Executive Director Address: 3250 Wyman St. Oakland Ca 94619

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

- Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
- 2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and
 volunteers working at an OUSD site when involcing, and must include the Department of Justice ATI number for each person,
 and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.
- 9. Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of QUSD, and are not entitled to benefits of any kind or nature normally provided employees of QUSD and/or to which QUSD'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, QUSD being interested only in the results obtained.

10. Insurance:

- 1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below;

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and properly 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 daim.

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

- 12. Assignment: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 13. Anti-Discrimination. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
- 14. Drug-Free / Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
- 15. Indemnification: CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 16. Copyright/Trademark/Patent/Ownership. CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 17. Waiver: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 18. Termination: OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 19. Conduct of Consultant. CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 - 1. Tuberculosis Screening
 - 2. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the Pistrict under this Agreement.

Contractor initial:

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

- 20. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 21. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 - Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

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- 22. Limitation of OUSD Liability. Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. Confidentiality. The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

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

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

- 25. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. Contract Contingent on Governing Board Approval: The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Total Fee: \$20,000.00 Anticipated start date: 03/20/2012 Work shall be completed by: 06/30/2012 CONTRACTO OAKLAND UNIFIED SCHOOL DISTRICT 3-16-12 President, Board of Education Superintendent or Designee School Solutions Collaborative, Executive Director Print Name, Title Edgar Rakestraw, Jr., Secretary Board of Education File ID Number: 13 0 Introduction Date: 4-2 Enactment Number: 13-Enactment Date:

Summary of terms and compensation:

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR'S entire Proposal is <u>not</u> made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

School Solutions Collaborative, LLC will provide technical and relational support in building a robust professional learning community. In collaboration with the principal, School Solutions Collaborative will support teachers to collaborate and build a student achievement plan using the cycle of inquiry. The cycle of inquiry will be the foundation for building shared success and trust among the adult school community. The cycle of inquiry includes, but is not limited to the following: 1) Identifying the challenge through data analysis, 2) Choosing a student achievement priority, 3) Identifying root causes, 4) Developing a theory of action, 5) Identifying goals, 6) Designing an action plan, and 7) Reflecting and learning.

SCORE OF WORK

	GOOD E OF TVOKE
Sc	hool Solutions Collaborative, LLC will provide a maximum of 174.00 hours of services at a rate of \$115.00 per hour for a
tota	If not to exceed \$20,000.00 Services are anticipated to begin on 03/20/2012 and end on 06/30/2012
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 <i>this</i> Contractor will do.
	School Solutions Collaborative, LLC will provide technical and relational support in building a robust professional learning community. In collaboration with the principal, School Solutions Collaborative will support teachers to collaborative and build a student achievement plan using the cycle of inquiry. The cycle of inquiry will be the foundation for building shared success and trust among the adult school community. The cycle of inquiry includes, but is not limited to the following: 1) Identifying the achievement challenge through data analysis, 2) Choosing an ELA and math student achievement priority aligned against district priorities, 3) Identifying root causes, 4) Developing a theory of action, 5) Identifying goals, 6) Designing an action plan, and 7) Reflecting and learning. A mini-cycle will be completed by June, and another, more robust, cycle will begin immediately during the summer.
	Practices include staying focused on student learning and achievement as well as the school's sphere of influence. Particular attention will be paid to instructional strategies and creating the teaching and learning conditions necessary for a thriving learning community.
2.	Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will) and measurable outcomes (Participants will be able to). NOT THE GOALS OF THE SITE OR DEPARTMENT.
	As a result of the teaching community working together to create a student achievement plan using the cycle of inquiry, Claremont students will
	1) Demonstrate improved writing proficiency by moving 15% more students from FBB/BB to Basic, and 10% from Basic to proficient and advanced.
	2) Demonstrate improved fraction and decimal proficiency by supporting 20% more students to perform proficient or advanced against the measure of our choosing. Note: A baseline has not yet been identified. We are in the process of creating the necessary formative assessment.
3.	Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)
	☑ Ensure a high quality instructional core ☑ Prepare students for success in college and careers
	Develop social, emotional and physical health Safe, healthy and supportive schools
	✓ Create equitable opportunities for learning

Full service community district

Rev. 6/22/11 v3 Page 5 of 6

High quality and effective instruction

4. Sign-in sheet for meeting in which the SPSA modification was approved.

Rev. 6/22/11 v3 Page 6 of 6

School Solutions Collaborative, LLC

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

Content Areas

Organizational Coaching

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

Executive Coaching

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

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

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

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

OUSD Consultant General Liability Insurance Reduced Insurance Requirement or Waiver Request

Directions

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

Steps:

- 1. OUSD Contract Originator completes request form
- 2. OUSD Contract Originator submits request form and copy of contract with Scope of Work to Risk Management at 1025 2nd Avenue, Room 115A or email Veronica.LaFoucade@ousd.k12.ca.us
- 3. Risk Management considers request and returns form within 10 business days to OUSD Contract Originator
- 4. If approved, OUSD Contract Originator submits form with completed contract to Procurement.

Contractor Name	School Solutions Collaborative	Contract Amount	\$20,000.00
OUSD Originator Name	Ben Schmookler	Site / Department	Claremont
liability insurance requirement?	ontract poses a low risk to the District of		
Signature of Contract Original If submitted via email, type nare OUSD Principal or Manager	ator Requesting Waiver me and send from principal or manage	er's email account.	Date 3/20/12
Risk Management			
	scope of work provided, I approve the	following adjustment to the	General Liability Insurance
Approved: Based on the s requirement for this contract			General Liability Insurance Liability Insurance Requirement
Approved: Based on the s requirement for this contract	: \$		
Approved: Based on the se requirement for this contract Reduced Requirement Reason for reduction of	: \$	Waiver of General	

Consultant Fingerprint/Criminal Background Check Waiver Request

Directions

The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check through OUSD. The OUSD Administrator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require Cabinet level approval (Deputy Superintendent/Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

Contractor Name	Contractor Name School Solutions Collaborative, LLC						
Originator Name	Ben Schmaokier			Site or Department	Clarement Middle School		
Which sites or locations will the contractor be working at?				Claremont Middle School			
TB Clearance Req	TB Clearance Requirement						
Proof of negative TB status is required for all consultants who will be working with OUSD students or staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one time speaker with less than 6 hours of contact with OUSD employees.							
How is this contra	ctor going to me	et the TB clearance	requiren	nent?			
TB Waiver requeste	d 🗸	Proof of TB clea	arance is	in the contract p	acket		
Г	TO BE COMP	LETED BY AUTHO	ORIZED	OUSD EMPI	OYEE ONLY.]		
CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))							
OUSD Represent	ative's Name	Benjamin Schmookle	r .	Т	itle ; Principal		
OUSD Represent	OUSD Representative's Signature Policy Date 3-71-12						
Approval Cabinet Level approval required (Deputy Superintendent/Superintendent)							
Approver Name Title							
Approver Signature Marie Santes Date 4-2-2012							
Reason for Approval:							



CANNIA Str. Schools, Thiring Strelens PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

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			ginator (principal or i lor Number and meet							
			ginator complete the							
			the requisition.							
5. With	in 2 weeks of c	reating the rea	quisition the OUSD a	ontract ori	ginator submi	ts complete conti	ract packet for a	pproval.		
Attachment			its: HRSS Pro-Con							
Checklist										
			of of Commercial C					nal Insurad		
			employees: Proof				D as all radino	THE THEOLOG		
OUSD Staff Co			act should be sent to:			okler@ousd.k12	.ca.us			
			Con	tractor lo	formation					
Contractor Na	me Scho	nl Salutions (collaborative, LLC		ency's Conta	ct Leslie Plet	tner			
OUSD Vendo			ollaborative, LLC	Title		Executive				
Street Addres		Wyman St.		C			State Ca	Zip 94619		
Telephone		703-9544		Em	ail le	slie@sscollabo	rative.com			
Contractor His	story Pr	eviously been	an OUSD contract	or? 📵 Yes	No	Worked as a	an OUSD emplo	yee? 🔳 Yes 🔲 No		
		nmnensati	on and Terms – I	Must be	within the (OUSD Billing	Guidelines			
Anticipated st		03/20/2012			06/30/201					
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Pay Rate Per	MOUI (required)	\$ 115.00	Number o	IT HOUTS	174.00	Total Contra	act Amount	\$ 20,000.00		
			Вц	idget Info	ormation					
₩ yœ	u are planning to	o multi-fund a o	ontract using LEP fund	ds. please d	contact the Sta	ie and Federal Of	lice <u>before</u> comple	ling requisition.		
Resource #	Resource	ce Name		Org Ke	y		Object Code	Amount		
0000	General	Purpose		9989961101				\$ 20,000.00		
						-	6825	\$		
	-						5825	S		
Requisiti	on No D	0203805			Total Co	ontract Amoun		\$20,000.00		
Requisiti	on No.	0203600	Assessment Do	rista in the				\$20,000.00		
			Approval and Ro				a dan mani office	a that to some beginning		
Services can	nol be provided	before the cont	ract is fully approved a services were no	and a Purch	before a PO w	isued. Signing thi as issued.	s document anim	s that to your knowledge		
V ousi) Administrato	r verifies that					https://www.epla	.gov/epis/seerch.do)		
	trator / Manage			n Schmoo	4.	Phone	654-7337			
	Department	(Gregorian)	Claremont Mic			Fax	653-7341			
Signature			Cipi di i di i telli	Adia Contro	A1	Date Approved	3-16-12-			
-		elea funde man	and he Dishe at Se	dered DOLO	No Community S			ming / After School Programs		
	-		THE PARTY OF THE P							
2.		act combiguit de	is all tenniced tennic	C OHI O IN I	angilitican with	lignment with school site plan (5 Date Approved				
	Signature					Date Approved				
	e (if wing multiple a		1)			Date Approved				
	Executive Off		A A A		4 ne nehnal nite					
3. Consu	ultant is qualified	to provide ser	with needs of	scope of w	de la constant		/	1		
Signatur	11/1	101/11/1	Y MICK	111	11/	Date Approved	3/0	18/2012		
Deputy 9		The sectional	Leadership / Deputy	Superinter	dent Busine			Aggregate Under \$50,000		
4. Signatur		1	unter			Date Approved	4-2	-2012		
5. Superin	tendent, Board		Signature on the legal	i contract		1				
	ed if not using sta			-	Denled -	Reason		Date		
	Date Recei				PO Numb	-	7 2615	24/3		



Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT AMENDMENT ROUTING FORM 2011-2012

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

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

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

WHEN THE CONTROL	unteriorite is upproved i rocur enterior	will add additional failes to the original farchase order.	
Attachment Checklist	Contract amendment packet includir Amended Scope of work (be specific		
OUSD Staff Contact	Emails about this director't stabill be sent to:	benjamin.schmookler@ousd.k12.ca.us	

	Contr	actor Info	ormation				
Contractor Name	School Solutions Collaborative, LLC	Agency	's Contact	Leslie Plettner			
OUSD Vendor ID # 1002947		Title		Executive Director			
Street Address	3250 Wyman	City	Oakland	State	Ca	Zip	94619
Telephone	(510) 703-9544	Email	Email leslie@sscollaborative.com				

Co	mpensation and Terr	ms – Must be within	the OUSD Billin	g Guidelines	
Original Contract Amount	\$ 20,000.00	Original PO	Number	P12	07343
Amended Amount	\$7,000.00	New Requisition #		R0204587	
New Total Contract Amount	\$27,000.00	Start Date	04/30/2012	End Date	06/30/2012

		Budget Information	and Financia Citing, so designs		
Resource #	Resource Name	Org Key	Object Code	Amount	
0112	Property Damag	9879221103	5825	\$7,000.00	
			5825	\$	
			5825	\$	

		Approval and Routing (in ord	er of approval steps)							
	tional services above original contr eased by Procurement.	ract amount cannot be provided before the a	amendment is fully approved and	the Purchase Order amount has been						
1.	Site Administrator or Manager	Name Benjamin Schmookler	Phone 51086293	16 Fax						
	Site / Department	Claremont Middle School								
	Signature		Date Approved	5-7-1-						
2.	Resource Manager, if using fun	ds managed by: State and Federal Quality,	Community, School Development C	omplementary Learning / After School Programs						
	Signature		Date Approved							
	Signature	, 0	Date Approved							
3.	Regional or Executive Officer	Regional or Exegutive Officer								
3.	Signature	TAX IVIII	Date Approved	0/15/12						
4.	Deputy Superintendent Institut	brian Ladership / Deputy Superintende	ent Business Operations	Consultant Aggregate Under \$50,000						
	Signature Maria	Vacantes	Date Approved	6-20-12						
5.	5. Superintendent or Board of Education Signature on the legal contract									
Legi	Legal Required if not using standard contract									
Procurement Date Received PO Number P1 2073 43										

