

Board Office Use: Legislative File Info.	
File ID Number	12-2780
Introduction Date	11-14-2012
Enactment Number	12-2813
Enactment Date	11-14-12



# Memo

To The Board of Education  
 From Tony Smith, Ph.D., Superintendent  
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date  
 (To be completed by Procurement) 11/14/12

Subject Professional Services Contract -  
S&S Math Services, LLC Oakland CA (contractor, City State)  
Futures Elementary School (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and S&S Math Services, LLC. Services to be primarily provided to Futures Elementary School for the period of 09/01/2012 through 06/30/2013.

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

Futures Elementary School is a relatively young school with an emerging, but still fragile, schoolwide mathematics program and with a teaching staff that will benefit from guidance to better understand grade level appropriate math content and mathematics pedagogy. Futures teachers require professional development in many phases of mathematics instruction, including pacing, lesson planning, pedagogy, and assessment. The consultants with S&S Math Services have previously-developed relationships with administrators and staff of Futures, and have proven effective at delivering professional development in mathematics to all school staff.

Discussion  
 One paragraph summary of the scope of work.

S&S Math Services will continue to facilitate the development of Futures' mathematics program including consulting for: (1) professional development to deepen teacher content knowledge of mathematics, (2) building consistent whole-school mathematics practices, (3) creating school systems to support mathematics, (4) developing standards-based strategies for monitoring student progress, and (5) preparing teachers for the shift to the Common Core standards and Smarter Balanced assessments.

Recommendation Approval of professional services contract between Oakland Unified School District and S&S Math Services, LLC. Services to be primarily provided to Futures Elementary School for the period of 09/01/2012 through 06/30/2013.

Fiscal Impact Funding resource name (please spell out) Title 1  
not to exceed \$ 25,000.00

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

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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and S&S Math Services, 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:

- Services:** The 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 09/01/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Twenty-Five Thousand Dollars Dollars (\$ 25,000.00 ). 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: \_\_\_\_\_.

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

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

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  - Individual consultants:
    - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
    - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
    - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
  - Agencies or organizations:
    - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* \_\_\_\_\_ which shall not exceed a total cost of \$ \_\_\_\_\_.
- CONTRACTOR Qualifications / Performance of Services.**

**CONTRACTOR Qualifications.** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

**Standard of Care.** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

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

Professional Services Contract

**OUSD Representative:**

Name: Colleen DeBratto  
Site /Dept.: Futures Elementary School  
Address: 6701 International Blvd  
Oakland, CA 94621  
Phone: (510) 636-0520

**CONTRACTOR:**

Name: Andrew Schipper  
Title: Co-Founder  
Address: 1764 Excelsior Ave  
Oakland CA 94602  
Phone: (510) 530-5737

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.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
  - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and a 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 OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

**10. Insurance:**

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

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

**Professional Services Contract**

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:

1. **Tuberculosis Screening**

2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial:                     

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

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

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.  
  
CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.  
  
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/search.do>)

Summary of terms and compensation:

Anticipated start date: 09/01/2012 Work shall be completed by: 06/30/2013 Total Fee: \$ 25,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature]  
 President, Board of Education  
 Superintendent or Designee for TS.  
 \_\_\_\_\_  
 Secretary, Board of Education Date

CONTRACTOR

[Signature] 9/7/12  
 Contractor Signature Date  
 \_\_\_\_\_  
 Andrew Schipper Co-Founder  
 Print Name, Title

**Certified:**  
[Signature] 11/15/12  
 Edgar Rakestraw, Jr., Secretary  
 Board of Education

File ID Number: 12-2870  
 Introduction Date: 11-14-12  
 Enactment Number: 12-2813  
 Enactment Date: 11-14-12  
 By: \_\_\_\_\_

**EXHIBIT "A" Scope of Work**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR's entire Proposal is **not** 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 WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

S&S Math Services will continue to facilitate the development of Futures' mathematics program including consulting for: (1) professional development to deepen teacher content knowledge of mathematics, (2) building consistent whole-school mathematics practices, (3) creating school systems to support mathematics, and (4) developing standards-based strategies for monitoring student progress.

**SCOPE OF WORK**

S&S Math Services, LLC will provide a maximum of 263.16 hours of services at a rate of \$ 95.00 per hour for a total not to exceed \$25,000.00. Services are anticipated to begin on 09/01/2012 and end on 06/30/2013.

**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.

S&S Math Services will guide and facilitate the continuing development of a rigorous mathematics program at Futures Elementary School. S&S Math Services will work with teachers and administrators to improve mathematics achievement of Futures students by developing a rigorous mathematics program. Elements of this program will include: (1) deepening teacher content knowledge through ongoing professional development and grade level meetings, (2) building whole-school mathematics practices, including a fact mastery program, lesson planning frameworks, ongoing standards-based assessment, math journals, and gradual release for independent student work, (3) creating school systems to support mathematics, including grade level academic accountability conferences, student work protocols, and articulated fact mastery program, and (4) developing standards-based strategies for monitoring student progress and providing appropriate student intervention..

**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.**

S&S Math Services will provide individualized professional development to all 15 Futures teachers on a systematic basis. Consultants will be on-site at Futures an average of one full day per week, and will provide once-a-month whole staff PD. Specifically, as a result of this work:  
- all 16 Futures teachers, grades K-5, will be able to consistently plan standards-based math lessons, will be more able to use best practices in math instruction, including math journals, gradual release, number sense development, and formative assessment,  
- all 16 Futures teachers, grades K-5, will be better able to review math data, in the form of benchmark tests, grade level assessments, and student work, to inform their teaching,  
- all 12 Futures teachers, grades 1-5, will be able to administer a daily math facts mastery program,  
- as a result of improved capacity for mathematics instruction, the ~350 students of Futures will improve their understanding of mathematics, as measured by site, district and state assessments.  
Futures will decrease the number of students scoring "Far Below Basic" and "Below Basic" on the mathematics portion of the STAR testing by 10% and will increase the number of students scoring "Proficient" or "Advanced" on the mathematics portion of the STAR testing by 10%.

**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 type="checkbox"/> Develop social, emotional and physical health       | <input type="checkbox"/> Safe, healthy and supportive schools                           |
| <input type="checkbox"/> Create equitable opportunities for learning         | <input type="checkbox"/> Accountable for quality  |
| <input checked="" type="checkbox"/> High quality and effective instruction   | <input type="checkbox"/> Full service community district                                |

**EXHIBIT "A" Scope of Work**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR's entire Proposal is not 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 WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

S&S Math Services will continue to facilitate the development of Community United's mathematics program, in order to improve student mathematics achievement, including consulting for: (1) personalized, grade level, and whole staff instructional coaching to deepen teacher content and pedagogical knowledge of mathematics, (2) building consistent whole-school mathematics practices, (3) creating school systems to support mathematics, and (4) developing standards-based strategies for monitoring student progress, all leading to improved mathematics outcomes for the students attending CUES.

**SCOPE OF WORK**

S&S Math Services, LLC \_\_\_\_\_ will provide a maximum of 292.10 hours of services at a rate of \$95.00 per hour for a total not to exceed \$27,750.00. Services are anticipated to begin on 09/01/2012 and end on 06/30/2013.

**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.

S&S Math Services will guide and facilitate the continuing development of a rigorous mathematics program at Community United Elementary School. S&S Math Services will work with teachers and administrators to improve mathematics achievement of CUES students by developing a rigorous mathematics program. Elements of this program will include: (1) deepening teacher content knowledge through ongoing instructional coaching and grade level meetings, (2) building whole-school mathematics practices, including a fact mastery program, lesson planning frameworks, ongoing standards-based assessment, math journals, and gradual release for independent student work, (3) creating school systems to support mathematics, including grade level academic accountability conferences, student work protocols, and articulated fact mastery program, and (4) developing standards-based strategies for monitoring student progress and providing appropriate student intervention.

**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.**

S&S Math Services will provide individualized professional development to all 15 CUES teachers on a systematic basis. Consultants will be on-site at CUES an average of one full day per week, and will provide once-a-month whole staff PD. Specifically, as a result of this work:

- all 16 CUES teachers, grades K-5, will be able to consistently plan standards-based math lessons, will be more able to use best practices in math instruction, including math journals, gradual release, number sense development, and formative assessment,
- all 16 CUES teachers, grades K-5, will be better able to review math data, in the form of benchmark tests, grade level assessments, and student work, to inform their teaching,
- all 12 CUES teachers, grades 1-5, will be able to administer a daily math facts mastery program,
- as a result of improved capacity for mathematics instruction, the ~350 students of CUES will improve their understanding of mathematics, as measured by site, district and state assessments.

**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 type="checkbox"/> Develop social, emotional and physical health       | <input type="checkbox"/> Safe, healthy and supportive schools                           |
| <input type="checkbox"/> Create equitable opportunities for learning         | <input type="checkbox"/> Accountable for quality  |
| <input checked="" type="checkbox"/> High quality and effective instruction   | <input type="checkbox"/> Full service community district                                |

**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: 1
  
  - 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.
-



# EPLS

Excluded Parties List System

**Search Results Excluded By  
Firm, Entity, or Vessel : S&S Math Services  
as of 31-Aug-2012 3:53 PM EDT**

**Your search returned no results.**

## Statement of Qualifications

### Recent Client Projects

#### **Lafayette School District, Lafayette. CA**

Provided district-wide professional development for all teachers, K-6. Professional development focused on best practices for teaching elementary mathematics. In addition, S&S Math Services developed and facilitated the implementation of trimester mathematics benchmark assessments in all grades K-5, and provide mathematics training for all district principals.

#### **Community United Elementary School, Oakland, CA**

Provided schoolwide professional development for all grades, and classroom consultation on math instruction for all teachers. Professional development centered on planning for gradual release, systematic assessment, number sense warm-ups, and protocols for examining student work.

#### **Futures Elementary School, Oakland, CA**

Provided schoolwide professional development and classroom consultation on mathematics instruction for all school teachers. Professional development centered on creating student dialogue in math through use of open questions and dialogical strategies such as think-pair-share and improving teacher content knowledge. Also included data review and regular review with school principal to monitor school math progress.

#### **Glenview Elementary School, Oakland, CA**

Provided schoolwide professional development and classroom consultation on mathematics instruction specifically for grade 3 and grade 4 teachers. Consulting focused on bringing rigor to mathematics program though more emphasis on problem solving and critical thinking.

#### **Parker Elementary School, Oakland, CA**

Provided schoolwide professional development and classroom consultation on mathematics instruction for all school teachers. Professional development centered on use of open questions and tasks for assessment, and standards-based lesson-design with gradual release and daily assessment. Also included data review and periodic review with school principal to monitor school math progress.

#### **Santa Fe Elementary School, Oakland, CA**

Provided professional development and classroom consultation on mathematics instruction for K-1 teachers. Classroom consultations structured in observation/demonstration cycles. Professional development centered on deepening teacher understanding of fundamental mathematics and mathematical routines for young students.

#### **Lighthouse Community Charter School, Oakland, CA**

Provided grade level planning support and classroom consultation for K-3 teachers. Classroom consultations centered on observation and feedback in addition to periodic demonstration lessons.



**North Oakland Community Charter School, Oakland, CA**

Provided placement, training and ongoing monitoring support for after school math intervention program. Placement involved interviewing students to place them in intervention groups. Training was provided for the teaching assistants implementing the program as well as for the tutoring coordinator to continue implementation of the program.

**Mallika Scott**

Prior to forming S&S Math Services, Mallika Scott has worked as an independent contractor on the following projects:

**Marilyn Burns Education Associates, Assessment Project (2007 - 2008)**

Oversaw writing of one-on-one interviews to assess K-5 students' understanding of arithmetic, and collaborated with math educators to design one-on-one interviews.

**Marilyn Burns Education Associates, Professional Development Courses (2005 - 2007)**

Taught five-day courses to help K-8 teachers deepen their understanding of math and improve their teaching practices and developed and lead math professional development activities for middle school teachers.

**Scholastic, Inc. (2005 - 2007)**

Collaborated with other math educators to design intervention materials to help students struggling with fractions and provided feedback and support to educators designing intervention materials to address multiplication and division

**Lockwood Elementary School, Oakland, CA (2007-2008)**

Provided schoolwide professional development for grade 4 and grade 5 teachers, and classroom consultation on math instruction for same teachers.

Mallika Scott also served as a Science and Mathematics teacher from 2000-2006 at Carver Middle School in Los Angeles (2000-2002) and Lighthouse Community Charter School in Oakland (2003-2006). Mallika holds a B.S. in Chemistry from UCLA.

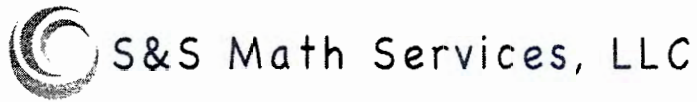
**Andrew Schipper**

Prior to forming S&S Math Services, Andrew Schipper has provided math consulting services through two organizations, Gibson & Associates and Project SEED

**Projects with Gibson & Associates (2005-2008)**

Provided professional development and whole staff classroom consultation on mathematics instruction to the following Oakland elementary schools:

- Glenview Elementary
- Horace Mann Elementary



Lockwood Elementary  
Martin Luther King, Jr. Elementary  
Prescott Elementary  
Parker Elementary  
Santa Fe Elementary

**Projects with Project SEED (1995-2000)**

Provided professional development and classroom modeling in mathematics for K-12 teachers at schools in West Contra Costa, Oakland, and Alameda Unified School Districts through modeling effective teaching practices in their classrooms, observing and coaching, and facilitating whole staff workshops. Also developed and led district-wide seminars in topics of mathematical instruction.

**WCCUSD:**

Cesar Chavez Elementary  
Downer Elementary  
Lake Elementary  
Martin Luther King, Jr. Elementary  
Nystrom Elementary  
Montalvin Manor Elementary  
Peres Elementary  
Riverside Elementary  
Seaview Elementary  
Verde Elementary  
Washington Elementary

**OUSD:**

Franklin Elementary  
Garfield Elementary  
Longfellow Elementary  
Santa Fe Elementary  
Washington Elementary

**AUSD:**

Haight Elementary  
Miller Elementary  
Franklin Elementary  
Longfellow Elementary

Andrew Schipper also founded and directed KIPP OAK College Preparatory (now called KIPP Bridge College Preparatory Charter School). Andrew holds a B.A. in Mathematics and a B.A. in Economics from Claremont McKenna College and a M.A. in Public Policy from the Woodrow Wilson School, Princeton University.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>ABD Insurance &amp; Financial Services</b>		CONTACT NAME: <b>Trina Gollnick</b>	
845 Marshall St Redwood City CA 94063		PHONE (A/C No. Ext): (650) 369-2921	FAX (A/C No.): (650) 369-2929
INSURED <b>S &amp; S Math Services, LLC</b> 1764 Excelsior OAKLAND CA 94602		E-MAIL ADDRESS: <b>tgollnick@jlvinsurance.com</b>	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: <b>American Casualty Company</b>	20427
		INSURER B: <b>Transportation Insurance Co.</b>	20494
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: **Master 12-13**

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			4012236128	9/1/2012	9/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			4012236128	9/1/2012	9/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				N/A	4012473489	9/1/2012	9/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Oakland Unified School District is named Additional Insured on GL per the attached endorsement.

## CERTIFICATE HOLDER

## CANCELLATION

Oakland Unified School District  
1025 Second Avenue  
Oakland, CA 94606

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

H Michael Vreeburg/JM

ACORD 25 (2010/05)

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INS025 (201005) 01

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**Basic Directions**

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

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

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

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List ( <a href="https://www.epls.gov/epls/search.do">https://www.epls.gov/epls/search.do</a> )
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input checked="" type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

**OUSD Staff Contact:** Emails about this contract should be sent to: (required) [colleen.debratto@ousd.k12.ca.us](mailto:colleen.debratto@ousd.k12.ca.us)

**Contractor Information**

Contractor Name	S&S Math Services, LLC	Agency's Contact	Andrew Schipper				
OUSD Vendor ID #	1004369	Title	Co-Founder				
Street Address	1764 Excelsior Ave	City	Oakland	State	CA	Zip	94602
Telephone	(510) 530-5737	Email (required)	ASchipper@ssmath.com				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				

**Compensation and Terms – Must be within the OUSD Billing Guidelines**

Anticipated start date	09/01/2012	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 95.00	Number of Hours (required)	263.16		

**Budget Information**

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

Resource #	Resource Name	Org Key	Object Code	Amount
3010	Title 1	1234850201	5825	\$ 25,000.00
			5825	\$
			5825	\$
<b>Requisition No. (required)</b>	R0304132		<b>Total Contract Amount</b>	\$ 25,000.00

**Approval and Routing (in order of approval steps)**

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

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

1.	<b>Administrator / Manager (Originator)</b>	Name	Colleen DeBratto		Phone	(510) 636-0520	
	Site / Department	Futures Elementary School			Fax	(510) 636-9075	
	Signature	<i>Col DeBratto</i>			Date Approved	9/7/12	
2.	<b>Resource Manager, if using funds managed by:</b>	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships					
		<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature	<i>Susana Ray</i>			Date Approved	9/21/12	
	Signature (if using multiple restricted resources)				Date Approved		
3.	<b>Regional Executive Officer</b>	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
		<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
	Signature	<i>[Signature]</i>			Date Approved	10/17/12	
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
	Signature	<i>[Signature]</i>			Date Approved		
5.	<b>Superintendent, Board of Education</b>	Signature on the legal contract					
<b>Legal</b>	Required if not using standard contract	Approved		Denied - Reason		Date	
<b>Procurement</b>	Date Received			PO Number	P1303183		

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