

Board Office Use: Legislative File Info.	
File ID Number	12-0888
Introduction Date	5-9-12
Enactment Number	12-1300
Enactment Date	5-9-12



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

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)

5-9-12

Subject

Professional Services Contract -
 Achieve 3000 Lakewood NJ (contractor, City State)
 Leadership, Curriculum and Instruction (site/department)

Action Requested

Approval of a professional services contract between Oakland Unified School District and Achieve 3000. Services to be primarily provided to Leadership, Curriculum and Instruction for the period of 06/01/2012 through 06/14/2014.

Background

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

Achieve 3000 is a leading provider of technology based literacy intervention products which provide students, parents, teachers, and administrators with 24 hour on-line access to differentiated content based instructional materials. Achieve 3000 will provide an implementation manager to support the implementation of Achieve 3000 software and training at 31 Oakland schools during the school year and summer session. In collaboration with OUSD Literacy Specialists, Achieve 3000 will provide site based trainings, data review conferences, District level trainings, principal PD awareness sessions, and coaching to support the successful implementation of Achieve 3000

Discussion

One paragraph summary of the scope of work.

The Achieve 3000 implementation will be June 1, 2012- June 30, 2014 for 31 OUSD sites (see attached). **Implementation Planning Workshops and Comprehensive Professional Development will include:** Achieve 3000 Differentiated Literacy Solution for up to 100 students, 12 teachers and 100 parents per site, 2 days of Professional Development per site, Implementation Planning Workshop Implementation Materials, **Project Management Services for two years to include:** Usage reports, CST correlation to standards and anchors, Research and assessment, Awareness sessions for administrators, Implementation of best practices to ensure maximum gains, Integration into district plans.

Recommendation

Approval of professional services contract between Oakland Unified School District and Achieve 3000. Services to be primarily provided to Leadership, Curriculum and Instruction for the period of 06/01/2012 through 06/14/2014.

Fiscal Impact

Funding resource name (please spell out) Title I
 not to exceed \$500,000.00

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 2011-2012

This Agreement is entered into between the Oakland Unified School District (OUSD) and Achieve 3000 (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:** CONTRACTOR shall provide the services described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").
- Terms:** CONTRACTOR shall commence work on 06/01/2012, 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 06/14/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed five hundred thousand dollars Dollars (\$ 500,000.00). 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: n/a

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:* n/a 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:

PSB

OUSD Representative:

Name: Sarah Breed
Site /Dept.: Leadership, Curriculum and Instruction
Address: _____
Oakland, CA
Phone: (510) 336-7523

CONTRACTOR:

Name: Peter Saretsky
Title: Chief Financial Officer
Address: 1091 River Ave.
Lakewood NJ 08701
Phone: (732) 367-5505

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 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 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.

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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: RS

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).

RS

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.

Summary of terms and compensation:

Anticipated start date: 06/01/2012 Work shall be completed by: 06/14/2014 Total Fee: \$500,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature]
 President, Board of Education
 Superintendent or Designee

5/16/12
Date

CONTRACTOR

[Signature]
Contractor Signature

3/26/12
Date

[Signature]
Secretary, Board of Education

5/16/12
Date

Peter Saretsky Chief Financial Officer
 Print Name, Title

Edgar Rakestraw, Jr., Secretary
Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
 Office of General Counsel
 APPROVED FOR FORM & SUBSTANCE
 By: [Signature]
 Attorney at Law

LEGISLATIVE FILE
 File ID Number 12-0888
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 Enactment Number 12-1300 PD
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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.

The Achieve 3000 implementation will be June 1, 2012- June 30, 2014 for 31 OUSD sites (see attached).

Implementation Planning Workshops and Comprehensive Professional Development will include:

Achieve 3000 Differentiated Literacy Solution for up to 100 students, 12 teachers and 100 parents per site, 2 days of Professional, Development per site, Implementation Planning Workshop

Implementation Materials, Project Management Services for two years to include: Usage reports,

CST correlation to standards and anchors, Research and assessment, Awareness sessions for administrators, Implementation of best practices to ensure maximum gains, Integration into district plans.

SCOPE OF WORK

Achieve 3000 will provide a maximum of 5,000.00 hours of services at a rate of \$ 100.00 per hour for a total not to exceed \$500,000.00. Services are anticipated to begin on 06/01/2012 and end on 06/14/2014.

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.

Achieve3000 Differentiated Literacy Solution for up to 100 students, 12 teachers and 100 parents; Per site at 32 sites, implementation Planning Workshop and comprehensive Professional Development for 2 years includes up to, 2 days of Professional Development, and implementation Planning Workshop, Implementation Materials.

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.

- 1) 3100 students, grades k-12 will increase reading levels of 1.5,2 and 3 years each year.
2) Teachers will be able to provide differentiated reading materials for 3100 students in English and Spanish.
3) Parents will have access to differentiated reading materials in Spanish and English.
4) Teachers will provide common core aligned non-fiction reading materials online.

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
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
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: _____

 - 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.
-



Oakland Unified School District Quote – 2 Years

www.achieve3000.com

Date: 3/14/2012

Client information

Oakland Unified School District	June 2012 – June 2014			
<i>Name of District*</i>	<i>School Year(s)</i>			
1024 Second Ave.	Oakland	CA	94606	(510) 879-8200
<i>Address*</i>	<i>City*</i>	<i>State*</i>	<i>Zip*</i>	<i>Phone*</i>
Maria Santos, Deputy Superintendent	Maria.SantosDept.Su@ousd.k12.ca.us			
<i>Buyer (name, title)*</i>	<i>Email address</i>			

Order Information:

Participating Schools
Acorn-Woodland Elem School
Allendale Elementary School
Alliance Academy At Elmhurst
Ascend K-8 School
Bret Harte Middle School
Bunche Academy
Burckhalter Elementary School
Castlemont Freshman Prep Academy
Coliseum College Prep Academy
Dewey Academy
Edna Brewer Middle School
Elmhurst Middle School
Encompass Academy
Fremont High School
Frick Middle School
Glenview Elementary School
Hillcrest Elementary School
International Community School
James Madison Middle School
La Escuelita Elem School
Life Academy High School
Metwest High School
Oakland International High School
Oakland Senior High School
Oakland Technical High School
Redwood Heights Elem School
Roosevelt Middle School

The Leader in Differentiated Instruction Solutions

888-968-6822 ■ office@achieve3000.com ■ 1091 River Avenue, Lakewood, NJ 08701

<i>Roots International Academy</i>
<i>Skyline Senior High School</i>
<i>United for Success Academy</i>
<i>West Oakland Middle School</i>

Please see following page for order detail

Order Detail

February 2012

June 2014

Subscription Start Date

Subscription End Date

Item #	Product	Cost	Qty	Total
2012-KBTBEMSE-100	Achieve3000 Differentiated Literacy Solution for up to 100 students, 12 teachers and 100 parents; Implementation Planning Workshop and comprehensive Professional Development	<u>\$18,750 for 2 years includes up to:</u> <ul style="list-style-type: none"> • 100 student licenses, 5 teacher licenses, and 100 parent licenses • 2 days of Professional Development • Implementation Planning Workshop • Implementation Materials 	31	\$487,500
KBPM	Project Management Services	<u>\$79,000 per year includes:</u> <ul style="list-style-type: none"> • Usage reports • CST correlation to standards and anchors • Research and assessment • Implementation of best practices to ensure maximum gains • Awareness sessions • Administrator overviews • Integration into district plans 	2	\$158,000
SUBTOTAL – Oakland Unified School District:				\$645,500
DISCOUNT for Multiple School Enrollment:				(\$35,503)
Special CEO Partnership Discount:				(\$109,998)
TOTAL COST – Oakland Unified School District:				\$500,000

Acceptance

Oakland Unified School District

Achieve3000

District Name

Saki Dodelson

Signature

Signature

Name, Title

Saki Dodelson, CEO

Name, Title

Date

2/6/2012

Date

**Fax this form and your purchase order to: 316-221-0718
Mail to: Achieve3000; 1091 River Ave, Building #1; Lakewood, NJ 08701**

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBS

By: *[Signature]*
Attorney at Law

The Leader in Differentiated Instruction Solutions

888-968-6822 ■ office@achieve3000.com ■ 1091 River Avenue, Lakewood, NJ 08701

School Quality Indicator 1: Quality Learning Experiences for All Students

Strategic Priority A. BALANCED LITERACY & LITERACY ACROSS THE CURRICULUM

School Quality Standards relevant to this Strategic Priority

A quality school...

- provides students with curriculum that is meaningful and challenging to them
- ensures that students know what they're learning, why they're learning it and how it can be applied
- ensures that all teaching is grounded in a clear, shared set of beliefs about how students learn best.
- provides and ensures equitable access to curriculum and courses that prepare all students for college

From OUSD Strategic Plan:

We want OUSD students to read, write, speak, and think critically for success in college and careers. We want Oakland students to relish reading, writing, and speaking and to become joyful, as well as competent, around literacy. To reach that goal, we need to develop a clear and common OUSD Literacy Framework. The beginning of our work will ensure that we assess reading levels of all students across the system. Additionally, we will approach literacy from a Response to Intervention Framework, ensuring that students have access to high-quality instruction and that higher tiers of support are provided when needed. OUSD must develop a PreK-12 core curriculum aligned to college and career ready standards and to the Common Core State Standards as they develop.

District-level Goals

1. Reach double digit growth, as measured by CST, for all students- with a focus on historically underserved students.
2. Move CST FBB students to Basic in one year (in two years for MS and HS)
3. Move/maintain CST Proficient and Advanced students
4. Accelerate reading by 1.5 additional grade levels for 3rd through 5th graders as measure by SRI to reach grade level standard (2 additional grade levels starting with 6th graders for MS, 3 additional grade levels starting with 9th graders for HS)
5. Student use of academic language and engagement with grade level content aligned to the Common Core State Standard will be increased from fall to spring as evidenced by principal observations.

District-level Data <i>(pre-populated)</i>	School-level Data <i>(pre-populated)</i>
•CST/CMA ELA 2-Year Cohort Growth (Gr. 3-5) ___% LINK TO ELA GROW/FLAT/SLIDE SUBGROUP REPORT FOR DISTRICT ELEMENTARY	•CST/CMA ELA 2-Year Cohort Growth (Gr. 3-5) ___% LINK TO ELA GROW/FLAT/SLIDE SUBGROUP REPORT FOR THIS SCHOOL
•CST/CMA ELA Prof/Adv ___% FBB/BB ___% SRI Data ELA Benchmark Data ADEPT Data CELDT Data LINK TO ELA RED & GREEN SUBGROUP REPORT FOR DISTRICT ELEMENTARY	•CST/CMA ELA Prof/Adv ___% FBB/BB ___% LINK TO ELA RED & GREEN SUBGROUP REPORT FOR THIS SCHOOL
	• <i>Insert your own data here (use Process Writing Assessment</i>
	TBD
School-level Data Analysis	Description of School Theory of Action

- In 3-5 bullet points, describe trends after analyzing the district- and school-level data, including strengths and challenges, with a specific focus on equity (who is most impacted by XYZ trends?)

- In 3-5 bullet points, identify the type of change your school expects to achieve, and describe the pathway and strategies your school will take to achieve those specific changes (include information such as key stakeholders and assets)

Strategies	Indicators	Student Group	Timeline	Owner	Date Last Modified	Item #	Strategic Action	Budget Res.	Obj. Code	Obj. Code Name	Position Code	FTE	Budget Amt.
Provide 3-4 high leverage strategies	Provide performance metrics aligned to strategies	Indicate targeted student group	Implementation / monitoring frequency	Person responsible for implementing strategy									
Indicate costs (if any) that are associated with each strategy													
Design and Implement School Structures to Support Intensified Literacy Instruction	Instructional Leadership Team Literacy Leadership Team		¹ Not available in 2011-1				Develop a vision for a Balanced Approach to Literacy and the transition to the ELA Common Core. Articulate a PD plan, calendar, and timeline with Instructional Leadership Team and Literacy Leadership Team.						
Design and Implement School Structures to Support Literacy Instruction	Site Rtl Plan Site Master Schedule Extended time for Literacy for Interventions						Design a site Response to Intervention (Rtl plan) Design a master schedule that incorporates:						

						Common Planning Time for strategic groups of teachers, extended time for Tier 2 and Tier 3 reading interventions for identified students								
Design and Implement School Structures to Support Literacy Instruction	Literacy Coach Logs					Purchase a Site Based Literacy Coach, Instructional Facilitator, or part-time Literacy teacher leader								
Design and Implement School Structures to Support Literacy Instruction	Peer Observation Schedule Data Conference Schedule					Substitute Release Time for Teacher Observations and Data Conferences								
Design and Implement School Structures to Support Literacy Instruction	Afterschool Program Goals					Purchase a Literacy Intervention specialist to coordinate after program to extend the learning of the school day								
Professional Development Provide PD on a Balanced Approach to Literacy Instruction, Transition to Common Core Standards, and Response to Intervention (RtI)	PD Calendar					Professional Development on a Balanced Approach to Literacy including: Small Group Instruction, Reciprocal Teaching, Guided Reading, and Workshop model.								
Professional Development Provide PD on a Balanced Approach to Literacy Instruction,	PD Calendar Teacher Surveys					Purchase Teacher PD materials for a Balanced Approach to Literacy, Transition to ELA Common Core								

Transition to Common Core Standards, Response to Intervention (RtI), and identified cross curricular literacy strategies						Standards, and RtI								
Professional Development Provide and/or Attend Site Based PD on ELA Common Core Standards	PD Calendar Teacher Surveys					Provide teachers with extended contracts to collaboratively develop instructional units and assessments aligned to ELA Common Core Standards								
Professional Development- Identify and provide on-going training on 3-5 Common Instructional Strategies to be implemented across the curriculum for Tier 1 Instruction	RtI Plan CST Scores					Instructional Leadership Team and/or Literacy Team identify three high leverage cross curricular Literacy Strategies based on ELA Core Curriculum Guide and OUSD Literacy Framework Recommendations								
Identify Materials for targeted Literacy instruction and intervention	Materials Budget					Purchase materials for whole group, small group, and independent reading (instructional and independent levels)								
Select materials aligned to Common Core Standards .	Materials Budget					Purchase aligned materials that support the transition to the Common Core								

						Standards including Classroom Libraries representative of student diversity, Leveled Classroom Libraries, Content Area Classroom Libraries								
Select and Implement assessments aligned to Common Core Standards						Purchase Reading assessment tools for Diagnostic and Progress Monitoring purposes that best fit the school's needs: DRA, Aims Web, ADEPT (etc.)								
Select and implement technology materials aligned to Common Core Standards	Materials Budget					Purchase Technology Based Instructional Programs for Literacy Instruction. Upgrade site technology infrastructure including hardware, software, wiring, and servers.								

draft

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2012

PRODUCER Aon Private Risk Management - New York 199 Water Street New York NY 10038 (212) 441-2112 (312) 381-6971	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Achieve 3000, Inc. 1091 River Avenue Lakewood NJ 08701	INSURER A: Carolina Casualty Insurance Co	10510
	INSURER B: Hartford Casualty Insurance Co	29424
	INSURER C: Twin City Fire Insurance Compa	29459
	INSURER D: ACE American Insurance Company	22667
	INSURER E: Hartford Insurance Company of	37478

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
F	X		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	10UUNKO2441	7/10/2011	7/10/2012	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 - COMP/OP AGG \$ 2,000,000
E			AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	10UUNKO2441	7/10/2011	7/10/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	X		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	10RHUKO1787	7/10/2011	7/10/2012	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
C			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	10WBZQ0874	7/10/2011	7/10/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D			OTHER Errors & Omissions	EONG25540098002	7/10/2011	7/10/2012	Limit of Liability \$1,000,000
A			Directors and Office	6995589	12/12/2011	12/12/2012	Limit of Liability \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Oakland Unified School District is added as an Additional Insured.

CERTIFICATE HOLDER Oakland Unified School District 1025 2nd Avenue Oakland, CA 94606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Aon Private Risk Management Insurance Agency, Inc.</i>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

17-0888

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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 has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
- For individual consultants: Proof of negative tuberculosis status within past 4 years
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
- For All Consultants with employees: Proof of workers compensation insurance

OUSD Staff Contact Emails about this contract should be sent to: joanna.sperber@ousd.k12.ca.us

Contractor Information

Contractor Name	Achieve 3000	Agency's Contact	Peter Saretsky		
OUSD Vendor ID #	V059850	Title	Chief Financial Officer		
Street Address	1091 River Ave.	City	Lakewood	State	NJ Zip 08701
Telephone	(732) 367-5505	Email	saki.dodelson@achieve3000.com		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	06/01/2012	Date work will end	06/14/2014	Other Expenses	
Pay Rate Per Hour (required)	\$ 100.00	Number of Hours	5,000.00	Total Contract Amount	\$ 500,000.00

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 I	9091015201	5825	\$ 500,000.00
			5825	\$
			5825	\$
Requisition No.	R0203534		Total Contract Amount	\$ 500,000.00

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.	Administrator / Manager (Originator)	Name	Sarah Breed		Phone	(510) 336-7523
	Site / Department	Leadership, Curriculum and Instruction			Fax	(510) 482-6773
	Signature	<i>Sarah Breed</i>			Date Approved	3/29/12
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature	<i>Supan Kas</i>			Date Approved	4/16/12
3.	Regional Executive Officer					
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
4.	Signature	<i>Marie Santos</i>			Date Approved	4-19-12
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations <input type="checkbox"/> Consultant Aggregate Under \$50,000					
5.	Superintendent, Board of Education Signature on the legal contract					
Legal Required if not using standard contract		Approved	<i>gjm</i>		Denied - Reason	Date
Procurement	Date Received				PO Number	



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