Board Office Use: Le	gislative File Info.
File ID Number	16-1045
Introduction Date	6-8-16
Enactment Number	16-0846,1
Enactment Date	6-8-1661



OAKLAND UNIFIED SCHOOL DISTRICT Community Schools, Thriving Students

Memo	
То	Board of Education
From	Antwan Wilson, Superintendent
Board Meeting Date (To be completed by Procurement)	6-8-16
Subject	Professional Services Contract Amendment No. 2
	Strategic Cities of Oakland, CA -
	956-Continuous School Improvement (site/department)
Action Requested	Approval by the Board of Education of Amendment No. 2 to the Professional Services Contract between Oakland Unified School District and <u>Strategic Cities of Oakland, CA</u> . Services to be primarily provided to <u>956-Continuous School Improvement</u> for the period of <u>7/1/2015</u> through <u>6/30/2016</u> .
Background A one paragraph explanation of why an amendment is needed.	CSI coordinates interventions and supports to 18 identified Priority, Focus, and Other Support schools, as part of the District's implementation of the ESEA (CORE) Walver, Principle 2. One critical piece of this work is supporting and documenting each school's development of three and two-year improvement plans. To facilitate completion of these plans, CSI develops the technical tools and facilitates engagements with the schools and their SSCs. CSI also facilitates the yearly, school "Single Plan for Student Achievement (SPSA)" to incorporate the strategic planning requirements of the ESEA Waiver and the new CA LCAP system. CSI is coordinating the re-design of SPSA processes and related supporting tools, and it is coordinating strategic supports to OUSD schools, specifically targeting the 18 ESEA Waiver schools—all to ensure that the school cycles of inquiry mandated by the ESEA Waiver and LCAP and the specific Waiver improvement planning include full stakeholder engagement and are effectively integrated into the mandated SPSA process.
Discussion One paragraph summary of the amended scope of work.	CONTRACT AMENDMENT - ORIGINAL PO: P1601210 Diana Sherman will continue to provide additional assistance in the development of web-based tools to support site planning and data analysis to the 18 identified CORE Waiver and Community of Practice schools. Mrs. Sherman will also expand hours of direct consultation support to CORE, CoP principals, and school governance teams in the development of their school site planning.
Recommendation	Approval by the Board of Education of Amendment No. 2 to the Professional Services Contract between Oakland Unified School District and Strategic Cities of Oakland, CA Services to be primarily provided to <u>956-Continuous School Improvement</u> for the period of <u>7/1/2015</u> through <u>6/30/2016</u>
Fiscal Impact	Funding resource name (please spell out) T1-CORE Waiver
Attachments	 Contract Amendment Copy of original contract and any prior amendments



CONTRACT JUSTIFICATION FORM This Form Shall Be Submitted to the Board Office With Every Consent Agenda Contract.

Legislative File ID No. 16-1045		
Department: Continuous School Improvement		
Vendor Name: Strategic Cities of Oakland, CA		
Contract Term: Start Date: 7/1/2015	End Date:6/30/2016	
Annual Cost: \$ 52,000.00		
Approved by: David Montes		,
Is Vendor a local Oakland business? Yes	V No	
Why was this Vendor selected?		
Vendor was used previously for work within OUSD		

Summarize the services this Vendor will be providing.

Was this contract competitively bid? Yes No	a
1) How did you determine the price is competitive?	

Legal 10/27/15

Board Office Use: Leg	sislative File Info.
File ID Number	16-1045
Introduction Date	6/8/16
Enactment Number	16-10846
Enactment Date	6-8-11011



OAKLAND UNIFIED SCHOOL DISTRICT **Community Schools, Thriving Students**

AMENDMENT NO. 2 0 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and

Strategic Cities of Oakland, CA

(CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 7/1/2015 and the parties agree to amend that Agreement as follows:

Services: The scope of work is unchanged. The scope of work has changed. If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

Revised scope of work attached. OR I The CONTRACTOR agrees to provide the following amended services:

CONTRACT AMENDMENT - ORIGINAL PO: P1601210 Diana Sherman will continue to provide additional assistance in the development of web-based tools to support site planning and data analysis to the 18 identified CORE Waiver and Community of Practice schools. Mrs. Sherman will also expand hours of direct consultation support to CORE, CoP principals, and school governance teams in the development of their school site planning.

- 2. Terms (duration): The term of the contract is unchanged. The term of the contract has changed. If the term has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is 6/30/2016
- The contract price has changed. Compensation:
 The contract price is unchanged.
 If the compensation has changed: The contract price is amended by Increase of \$ 12,000.00 to original contract amount Decrease of \$ to original contract amount Twenty Seven Thousand dollars (\$ 27,000.00 and the new contract total is
- Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in 4. full force and effect as originally stated.
- Amendment History:

There are no previous amendments to this Agreement. I This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of (ncrease (Decrease)
1	2/4/2016	Additional assistance was required for 1:1 consultation with site leaders	\$ 25,000.00
2	5/4/2016	Hours were increased to provide additional 1:1 consultation w/site leaders.	\$ 12,000.00
			\$

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education and/or the Superintendent as their designee.

8-16

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education

Superintendent

Chief or Deputy Chief

Secretary, Beard of Education R0165292 Reg. No.

Rev. 7/17/15

CONTRACTOR

Diana Shevman, June Print Name, Title

P.O. No. P1601210

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

 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.

CONTRACT AMENDMENT - ORIGINAL PO: P1601210 Diana Sherman will continue to provide additional assistance in the development of web-based tools to support site planning and data analysis to the 18 identified CORE Waiver and Community of Practice schools. Mrs. Sherman will also expand hours of direct consultation support to CORE, CoP principals, and school governance teams in the development of their school site planning.

Amendment to Professional Services Contract

. . .

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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.

Deliverables 1. ESEA Waiver three and two-year improvement plan template and supporting written guides. 2. Agendas and related resources for Priority, Focus, and Other Support school engagements, events and activities on the school improvement planning process. 3. 18 completed Priority, Focus, and Other Support school improvement plans. 4. SPSA tools, related resources, and written guides that support schools and their communities to engage in cycles of inquiry and planning required under the ESEA Waiver and LCAP.

- 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
- Alignment with Community School Strategic Site Plan CSSSP (required if using State or Federal Funds): Please select:

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

- Action Item added as modification to Board Approved CSSSP Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 - a. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 - b. Meeting announcement for meeting in which the CSSSP modification was approved.
 - c. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 - d. Sign-in sheet for meeting in which the CSSSP modification was approved.

Save Form	Print Form
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Attachment Checklist

AMENDMENT ROUTING FORM 2015-2016 PROFESSIONAL SERVICES CONTRACT AMENDMENT NO. 2



OAKLAND UNIFIED SCHOOL DISTRICT the Cal

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		•	 U	 2

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

- Contractor and OUSD contract originator reach agreement on modification to original scope of work and compensation.
- 2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- 3. If contract total amount has increased, the scope of work must change. OUSD contract originator creates new requisition with the original PO number referenced in the item description.

4. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

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

- Contract amendment packet including Board Memo and Amendment Form
- Amended Scope of Work (Be specific as to what additional work is being done by this consultant.)

Board approved copy of the original contract and any prior Amendments.

OUSD Staff Contact Emails about this contract should be sent to required; David.Montes@ousd.org

	Contr	actor Inform	ation					
Contractor Name	Strategic Cities of Oakland, CA	Agenc		Diana S	Sherman			
OUSD Vendor ID #	1006236	Title		Owner				
Street Address	215 29th Street	City	Oaklan	d	State	CA	Zip	94611
Telephone	617-970-8899	Email (required) diana.sherman@gmail.com						

Cor	npensation and	Terms - Must be wi	thin the OUS	D Billing Guidelines	
Original Contract Amount	\$ 15,000.00	Original PO #	P1601210	New Requisition #	R0165292
Amended Amount	\$ 12,000.00	Start Date	7/1/2015	End Date	6/30/2016
New Total Contract Amount	\$ 27,000.00	Pay Rate Per Hour	\$ 100.00	# of Hours	120

lf you are	planning to multi-fund a	Budget Information contract using LEP funds, please contact the State	e and Federal Office <u>before</u> (completing requisition.
Resource #	Resource Name	Org Key	Object Code	Amount
3010	T1-CORE Waiver	9564876101	5825	\$ 12,000.00
			5825	
- from the state			5825	

Administrator / Manager (Originator)	Name	David Montes	P	hone	510-757-4896
Site/Department (Name & #) 956-Continu	Jous Scho	ol Improvement	F	ax	510-879-0200
Signature D			Date Ap	oproved	5/4/2016
Resource Manager, if using funds manage	ed by: State	and Federal Quality, Community,	School Deve	I themaol	Community Schools & Student Services Dept.

	Signature / www.sch	Date Approved 3/3/10						
	Signature (if using multiple restricted resources)	Date Approved						
3.	Network Superintendent/Deputy Network Superintendent							
	Signature	Date Approved 0/4/11						
4.	Chiefs / Deputy Chiefs Consultant Aggregate DUnder Dover \$84,100							
	Services described in the scope of work align with needs of depa Consultant is quelified to provide services described in the scope							
	Signature VK	Date Approved 514116						
5.	Superintendent, Board of Superior Stynature on the legal cont	tract						
Leg	al Required if not using standard contract Approved	Denied - Reason Date						
Pro	curement Date Received	PONumber						

THIS FORM IS NOT A CONTRACT

Board Office Use: Le	gislative File Info.					
File ID Number	15-0987					
Introduction Date	68116					
Enactment Number	16-08424					
Enactment Date	6-8-16					



OAKLAND UNIFIED SCHOOL DISTRICT Community Schools, Thriving Students

Memo	0				
То	Board of Education				
From	Antwan Wilson, Superintendent				
Board Meeting Date (To be completed by Procurement)	6-8-16				
Subject	Professional Services Contract Amendment No				
	Strategic Cities of Oakland, CA				
	956-Continuous School Improvement (site/departm	ent)			
Action Requested	Ratification by the Board of Education of Amendment No. <u>1</u> to the Professional Services Contract between Oakland Unified School District a <u>Strategic Cities of Oakland, CA</u> . Services to be				
	primarily provided to <u>956-Continuous School Improvement</u> the period of <u>7/1/2015</u> through <u>6/30/2016</u> .	for			
	the period of $\frac{771/2015}{1000}$ through $\frac{6730/2016}{1000}$.				
Background A one paragraph explanation of why an amendment is needed.	CSI coordinates interventions and supports to 18 identified Priority, Focus, and Other Support schools, as part or District's implementation of the ESEA (CORE) Waiver, Principle 2. One critical piece of this work is supporting and documenting each school's development of three and two-year improvement plans. To facilitate completion of the plans, CSI develops the technical tools and facilitates engagements with the schools and their SSCs. CSI also facilitates the yearly, school "Single Plan for Student Achievement (SPSA)" to incorporate the strategic planning requirements of the ESEA Waiver and the new CA LCAP system. CSI is coordinating the re-design of SPSA processes and related supporting tools, and it is coordinating strategic supports to OUSD schools, specifically targeting the 18 ESEA Waiver schoolsall to ensure that the school cycles of inquiry mandated by the ESEA Wa and LCAP and the specific Waiver improvement planning include full stakeholder engagement and are effectivel integrated into the mandated SPSA process. Diana Sherman will provide additional hours for work related to the OUSD Inclusion Task Force.	nd ese iiver			
Discussion	CONTRACT AMENDMENT - ORIGINAL PO: P1601210 Diana Sherma	n			
One paragraph	will be providing additional assistance in the development of web-based				
summary of the amended scope of work.	tools to support site planning and data analysis to the 18 identified COR Waiver and Community of Practice schools. Mrs. Sherman will also exp hours of direct consultation support to CORE, CoP principals, and school	RE and			
	governance teams in the development of their school site planning.				
Recommendation	Ratification by the Board of Education of Amendment No1 to the Professional Services Contract between Oakland Unified School District a <u>Strategic Cities of Oakland, CA</u> Services to be primarily provided to <u>956-Continuous School Improvement</u> the period of <u>7/1/2015</u> through <u>6/30/2016</u>	nd for			
Fiscal Impact	Funding resource name (please spell out) One Time Suppt Adm				
riscar impact	not to exceed \$ 25,000.00				
Attachments	 Contract Amendment Copy of original contract and any prior amendments 				



CONTRACT JUSTIFICATION FORM This Form Shall Be Submitted to the Board Office With Every Consent Agenda Contract.

Legislative File ID No. 15-1748	
Department: Continuous School Improvement	
Vendor Name: Strategic Cities of Oakland, CA	
Contract Term: Start Date: 7/1/2015	End Date: 6/30/2016
Annual Cost: \$ 40,000.00	
Approved by: David Montes	
Is Vendor a local Oakland business? Yes	No
Why was this Vendor selected?	
endor has previous contract with Oakland Unified School District ears.	
ears.	be providing.
	lopment of web-based tools to support site planning and data ctice schools. Mrs. Sherman will also expand hours of direct
Summarize the services this Vendor will itana Sherman will be providing additional assistance in the deve nalysis to the 20 identified CORE Waiver and Community of Prad onsultation support to CORE, CoP principals, and school govern	lopment of web-based tools to support site planning and data stice schools. Mrs. Sherman will also expand hours of direct ance teams in the development of their school site planning.
Summarize the services this Vendor will liana Sherman will be providing additional assistance in the deve nalysis to the 20 identified CORE Waiver and Community of Prac	lopment of web-based tools to support site planning and data stice schools. Mrs. Sherman will also expand hours of direct ance teams in the development of their school site planning.

Legal 10/27/15

2)	Plea	Please check the competitive bid exception relied upon:					
	Ц	Educational Materials					
		Special Services contracts for financial, economic, accounting, legal or administrative services					
	CUPCCAA exception (Uniform Public Construction Cost Accounting Act)						
	Professional Service Agreements of less than \$86,000 (increases a smal amount on January 1 of each year)						
	Construction related Professional Services such as Architects, DSA Insp Environmental Consultants and Construction Managers (require a "fair, comp selection process)						
	Energy conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)						
		Emergency contracts					
Technology contracts							
		electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected					
		contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process					
		Western States Contracting Alliance Contracts (WSCA)					
		California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]					
		Piggyback" Contracts with other governmental entities					
	\Box	Perishable Food					
	\Box	Sole Source					
		Change Order for Material and Supplies if the cost agreed upon in writing does not exceed ten percent of the original contract price					
		Other, please provide specific exception					

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Board Office Use: Leg	gislative File Info.
File ID Number	16-0787
Introduction Date	68816
Enactment Number	416-08421
Enactment Date	6-8-1611



OAKLAND UNIFIED SCHOOL DISTRICT **Community Schools, Thriving Students**

AMENDMENT NO. __1 **TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and

Strategic Cities of Oakland, CA

(CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 7/1/2015 and the parties agree to amend that Agreement as follows:

1. Services: The scope of work is <u>unchanged</u> . In the scope of work has <u>changed</u> .
If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
Revised scope of work attached. OR I The CONTRACTOR agrees to provide the following amended services:
CONTRACT AMENDMENT - ORIGINAL PO: P1601210 Diana Sherman will be providing additional assistance in the development of web-based tools to support site planning and data analysis to the 18 identified CORE Waiver and Community of Practice schools. Mrs. Sherman will also expand hours of direct consultation support to CORE, CoP principals, and school governance teams in the development of their school site planning.
2. Terms (duration): The term of the contract is <u>unchanged</u> . The term of the contract has <u>changed</u> .
 2. Terms (duration): The term of the contract is <u>unchanged</u>. If the term has changed: The contract term is extended by an additional (days/weeks/months), and the amended expiration date is <u>6/30/2016</u>.
If the term has changed: The contract term is extended by an additional (days/weeks/months),
If the term has changed: The contract term is extended by an additional (days/weeks/months), and the amended expiration date is <u>6/30/2016</u> .
If the term has changed: The contract term is extended by an additional (days/weeks/months), and the amended expiration date is 6/30/2016 (days/weeks/months), (days/weeks/months), months 3. Compensation: The contract price is unchanged. The contract price has changed.
If the term has changed: The contract term is extended by an additional

Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in 4. full force and effect as originally stated.

Amendment History: 5.

F There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education and/or the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT Date President, Board of Education Superintendent

Chief or Deputy Chief Secretary, Board of Education

Req. No.

6-8-11 Date

R0162940

CONTRACTOR

erman Print Name, Title

P.O. No. P1601210

Rev. 7/17/15

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

CONTRACT AMENDMENT - ORIGINAL PO: P1601210 Diana Sherman will be providing additional assistance in the development of web-based tools to support site planning and data analysis to the 18 identified CORE Waiver and Community of Practice schools. Mrs. Sherman will also expand hours of direct consultation support to CORE, CoP principals, and school governance teams in the development of their school site planning.

Amendment to Professional Services Contract

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.

Deliverables 1. ESEA Waiver three and two-year improvement plan template and supporting written guides. 2. Agendas and related resources for Priority, Focus, and Other Support school engagements, events and activities on the school improvement planning process. 3. 18 completed Priority, Focus, and Other Support school improvement plans. 4. SPSA tools, related resources, and written guides that support schools and their communities to engage in cycles of inquiry and planning required under the ESEA Waiver and LCAP.

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
- Alignment with Community School Strategic Site Plan CSSSP (required if using State or Federal Funds): Please select:

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

- Action Item added as modification to Board Approved CSSSP Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 - a. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 - b. Meeting announcement for meeting in which the CSSSP modification was approved.
 - c. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 - d. Sign-in sheet for meeting in which the CSSSP modification was approved.

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					ection				-		51 E M	
Services beyond	the origi	inal contra	ct cannot				dment	has he	en ful	v an	nmved	and the Purchase
	-		Order	has been inc	reased	by Pro	curem	ent.				
				ach agreement								
												the amendment. requisition with the
original PO	number re	ferenced in	the item	description.		-						
4. Contractor of When the contract of												nts.
Attachment	ontract arr	nendment p	acket inclu	uding Board M	emo an	d Amer	dment	Form				
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OUSD Staff Contact				nal contract ar								
or of other of the other		at this contre						0030.019				
				Contracto			n				-	
Contractor Name		ic Cities of	Oakland,	CA	Ager		Di	ana She	rman			
OUSD Vendor ID #		:236			Title			wner				
Street Address	215 29	th Street			City		land		Sta		CA	Zip 94611
Telephone	617-97	0-8899			Ema (requir		diana.	shermar	@gm	ail.co	m	
	Con	nnensatio	n and Te	erms – Must	he wit	nin the	OUS	D Billin	d Gu	ideli	nes	
Original Contract An		\$ 15,000.0		Original PO #		P1601	F	_		_		R0162940
Amended Amount	iount -	\$ 25,000.0		Start Date		7/1/20		-	New Requisition #			6/30/2016
New Total Contract	Amount	\$ 40,000.0		Pay Rate Per	Hour	\$ 100.0		# of Hours		_		250
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			ntract using	LEP funds, ple		act the S	tate and		-		e comple	
Resource #	Resource			Org Key				Object Code			Amount	
0007	One Time	Suppt		9560007101			5825		\$ 25	5,000.00		
								_	582	5		
									582	:5		
			Approval	and Routing	(in orde	er of ap	prova	l steps)				
Additional services abo increased by Procurem		contract can	not be prov	ided before the	amendm	ent is ful	ly appro	oved and	the Pu	chase	e Order a	amount has been
increased by Floculen		(Originator)	Name	David Monte	20			Phone	510-7	757 4	202	
Administrator /								Fax	510-1	51-4	090	
Administrator /	÷,		1003 00110	or improvement				Approved		118	11	
1. Site/Department	1	funds manage	ed by: ElStat	e and Federal	Quality, Cor	nmunity, S			Com	- × -	Schools &	Student Services Dept.
1. Site/Department Signature	iger, if using	Resource Manager, if using funds managed by: State and Federal Quality, Community, School Development Community Schools & Student Services Dept.										
1. Site/Department Signature Resource Mana	Contraction of the local data	compliant use		and the second se	is in alig	nment v	with schie			In	13	
1. Site/Department Signature Resource Mana	Contraction of the local data	compliant use		and the second se	is in alig	nment v		Approved		D	10	
1. Site/Department Signature Resource Mana 2.		R	e of restrict	and the second se	is in alig	nment v	Date /		1	10	14	
1. Site/Department Signature Resource Mana Signature (if use Network Super	multiple restr	ricted resources	e of restricto	ed resource and	is in alig	nment v	Date /	Approved		10	16	
1. Site/Department Signature Resource Mana Signature (if use Network Super	multiple restr	ricted resources	e of restricto	ed resource and	is in alig	nment v	Date /	Approved		10	14	
1. Site/Department Signature Resource Mana Signature (if using Signature (if using Network Super	multiple restr	ricted resources	e of restrict) vork Super	ed resource and		nment v	Date /	Approved Approved				
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THIS FORM IS NOT A CONTRACT

Board Office Use: Leg	islative File Info.
File ID Number:	15-1748
Introduction Date:	09/24/2015
Enactment Number:	15-1464
Enactment Date:	09/24/2015



Memo

То:	Board of Education
From:	Antwan Wilson, Superintendent
Board Meeting Date:	09/24/2015
Subject:	Professional Service Contract
Contractor:	Strategic Cities of Oakland, CA
Services for:	956-CONTINUOUS SCHOOL IMPROVEMENT

Ratification by the Board of Education of a Professional Services Contract between the District and Strategic Cities, Oakland, CA, for the latter to provide: the consultant will provide the following services 1. Develop ESEA Waiver tools, resources, and written guides to support and build school and community capacity to engage in effective school improvement planning that involves all school stakeholders; 2. Develop materials and support facilitation of Priority, Focus, and Other Support schoo activities on the school improvement planning process; 3. Develop SPSA tools and resources to build school and community capacity to engage in cycles of inquiry and planning required under the ESEA Waiver and LCAP; and 4. Coordinate with community based organizations partnering with the Oakland Unified School District to help build parent and family capacity to engage in school improvement
CSI coordinates interventions and supports to 30 identified Priority, Focus, and Other Support schools, as part of the District's implementation of the ESEA (CORE) Waiver, Principle 2. One critical piece of this work is supporting and documenting each school's development of three and two-year improvement plans. To facilitate completion of these plans, CSI develops the technical tools and facilitates engagements with the schools and their SSCs. CSI also facilitates the yearly, school "Single Plan for Student Achievement (SPSA)" to incorporate the strategic planning requirements of the ESEA Waiver and the new CA LCAP system. CSI is coordinating the re-design of SPSA processes and related supporting tools, and it is coordinating strategic supports to OUSD schools, specifically targeting the 30 ESEA Waiver schools—all to ensure that the school cycles of inquiry mandated by the ESEA Waiver and LCAP and the specific Waiver improvement planning include full stakeholder engagement and are effectively integrated into the mandated SPSA process.
the consultant will provide the following services: 1. Develop ESEA Waiver tools, resources, and written guides to support and build school and community capacity to engage in effective school improvement planning that involves all school stakeholders; 2. Develop materials and support facilitation of Priority, Focus, and Other Support school activities on the school improvement planning process; 3. Develop SPSA tools and resources to build school and community capacity to engage in cycles of inquiry and planning required under the ESEA Waiver and LCAP; and 4. Coordinate with community based organizations partnering with the Oakland Unified School District to help build parent and family capacity to engage in school improvement planning process.

www.ousd.k12.ca.us

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Fiscal Impact: Funding Resource name(s) (detailed below) not to exceed \$15,000.00.

\$15,000.00

IASA-I BASIC GRANTS LOW INCOME

Attachments: Professional Services Contract including Scope of Work

Board Office Use: Leg	Islative File Info.	
File ID Number	15-1748	
Introduction Date	09/24/2015	
Enactment Number	15-1464	-
Enactment Date	09/24/2015	



PROFESSIONAL SERVICES CONTRACT 2015-2016

This Agreement is entered into between

Strategic Cities of Oakland, CA

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

- 1. Services: CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
- Terms: CONTRACTOR shall commence work on <u>07/01/2015</u>, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below <u>\$86,000.00</u> in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed <u>\$86,000.00</u>, whichever is later. The work shall be completed no later than 06/30/2016

Dollars (______\$15,000.00___) [per fiscal year], at an hourly billing rate not to exceed ______N/A ____ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

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

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

which shall not exceed a total cost of \$0.00

5. CONTRACTOR Qualifications / Performance of Services:

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

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

- 6. Invoicing: Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices: All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Rev. 7/17/2015 v1

Requisition No. R0160809

P.O. No. P1601210

OUSD Representative: Name: DAVID MONTES DE OCA-SEINE	CONTRACTOR: Name: Diana Sherman	
Site /Dept. 956-CONTINUOUS SCHOOL IMPROVEMENT	Title: Owner	-
Address: 100 Broadway, Ste 680	Address: 215 29th Street	
Oakland, CA 94606	Oakland, CA 94611	
Phone: (510) 879-2916	Phone: 617-970-8899	
Email: David.Montes@ousd.k12.ca.us	Email: diana.sherman@gmail.com	

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

8. Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. Insurance:

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

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 10. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 11. Assignment: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 12. Non-Discrimination: It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

- Drug-Free / Smoke Free Policy: No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
- 14. Indemnification: CONTRACTOR agrees to hold hamless, 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 hamless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 15. Copyright/Trademark/Patent/Ownership: CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 16. Walver: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 17. Termination: OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- Conduct of CONTRACTOR: By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will
 provide OUSD with evidence of staff qualifications, which include:
 - Tuberculosis Screening: CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 - 2. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

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

- 19. No Rights in Third Parties: This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 20. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 - Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
- 21. Limitation of OUSD Liability: Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 22. Confidentiality: CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

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

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

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).
- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education
 Superintendent or Designee

Secretary, Board of Education

CONTRACTOR

Diana Sherman

Contractor Signature

Diana Sherman, Owner

Print Name, Title

Form approved by OUSD General Counsel for 2015-16 FY

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.

the consultant will provide the following services: 1. Develop ESEA Waiver tools, resources, and written guides to support and build school and community capacity to engage in effective school improvement planning that involves all school stakeholders; 2. Develop materials and support facilitation of Priority, Focus, and Other Support school activities on the school improvement planning process; 3. Develop SPSA tools and resources to build school and community capacity to engage in cycles of inquiry and planning required under the ESEA Waiver and LCAP; and 4. Coordinate with community based organizations partnering with the Oakland Unified School District to help build parent and family capacity to engage in school improvement planning process.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Deliverables 1. ESEA Waiver three and two-year improvement plan template and supporting written guides. 2. Agendas and related resources for Priority, Focus, and Other Support school engagements, events and activities on the school improvement planning process. 3. 30 completed Priority, Focus, and Other Support school improvement plans. 4. SPSA tools, related resources, and written guides that support schools and their communities to engage in cycles of inquiry and planning required under the ESEA Waiver and LCAP.

- 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
- Alignment with Community School Strategic Site Plan CSSSP (required if using State or Federal Funds): Please select:

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

Central - No CSSSP

Action Item added as modification to Board Approved CSSSP – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

- 1. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
- 2. Meeting announcement for meeting in which the CSSSP modification was approved.
- 3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
- 4. Sign-in sheet for meeting in which the CSSSP modification was approved.

Rev. 7/17/15