Board Office Use: Le	gislative File Info.				
File ID Number 17-066/					
Introduction Date	4/26/17				
Enactment Number					
Enactment Date					



Memo

То	Board of Education	
From	Devin Dillon, Superintende	nt
Board Meeting Date (To be completed by Procurement)		
Subject	Professional Services Contr	act Amendment No1
	The Achievement Network	·
	956/CSI	(site/department)
Action Requested	Professional Services Contr	
Background A one paragraph explanation of why an amendment is needed.	district with the agreement 2016 to June 2017 for the had \$56,000 available fund	ndor who provided professional services to the that services will be provided from September total amount of \$115,000 but department only ds to pay the vendor to initiate the contract. This order pay them the rest of the amount agreed of work.
Discussion One paragraph summary of the amended scope of work.	contract from September to pay the rest of the amo	ame agreed upon work scope in original 2016 to June 2017 but the department needs bunt originally agreed upon through the se of \$59,000 and a total contract amount of
Recommendation	Professional Services Contr	ducation of Amendment No1_ to the act between Oakland Unified School District and Services to be for through 6/30/2017
Fiscal Impact	Funding resource name (plea	, ,
		not to exceed <u>\$ 115,000.00</u>
Attachments	Contract Amendmen Conv of original con	nt tract 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
Department: Continuous School Improvements
Vendor Name: The Achievement Network
Contract Term: Start Date: 9/1/2016 End Date: 6/30/2017
Annual Cost: \$ 115,000.00
Approved by: Bernard McCune
Is Vendor a local Oakland business? Yes No ✓
Why was this Vendor selected?
Summarize the services this Vendor will be providing. ANet and OUSD have continued conversations about a potential partnership for the 16-17 school year. Based on these ongoing conversations, and knowing the Elevation Network and schools more deeply, we propose five distinctive support streams which will both build district level capacity and school level capacity and alignment across curriculum, assessment, professional development and instruction. Full year school-based support: Foundations Year Partnership, Integrated District-Level Support and Training, District-Based Group Learning, and Tools and Deliverables.
Was this contract competitively bid? Yes ✓ No ☐
If No, answer the following:
How did you determine the price is competitive?
Extensive RFQ process for the Achievement Network / Partners in School Innovation strategic partners contracts that legal department assisted us in preparing and posting for April 2016. Documentation on the entire RFQ process maintained, including proposals received by six organizations, evaluation rubrics, review of proposals by a review team, panel interviews, scoring sheets, and final notification letters sent to all applicants. Achievement Network / Partners in School Innovation Rated "Highly Qualified".

2)	Pleas	se check the competitive bid exception relied upon:
	\checkmark	Educational Materials
	√	Special Services contracts for financial, economic, accounting, legal or administrative services
	\sqsubseteq	CUPCCAA exception (Uniform Public Construction Cost Accounting Act)
	Ш	Professional Service Agreements of less than \$87,800 (increases a small amount on January 1 of each year)
	Ш	Construction related Professional Services such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
	Ш	Energy conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
	\sqcup	Emergency contracts [requires Board resolution declaring an emergency]
	Ш	Technology contracts
		electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 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
		Perishable Food
	Щ	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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Enactment Date	



	1	This Amendment is	entered into between the	Oakland Unified School District (OUSD) and
	The Achievemen		Cincied into between the	Cariana Diffica Goriooi District (JOOD) and
		OR). OUSD entere		CONTRACTOR for services on _9 nd that Agreement as follows;	9/1/16
1.	Services:	The scope of	of work is unchanged.	☐ The scope of work	has changed.
	expected final	results, such as se	rvices, materials, product	iption of revised scope of work inc s, and/or reports; attach additional	pages as necessary.
	l∎ <u>Revised so</u>	ope of work attache	ed. OR 🗀 The CONTRA	ACTOR agrees to provide the follow	wing amended services:
2.	Terms (duration):	The term of ti	he contract is <u>unchanged</u>	The term of the cont	tract has <u>changed.</u>
	If the term ha	as changed: The nded expiration de		nded by an additional	
	□ Ir	crease of \$ 59,00	nged: The contract p 0.00 to origina	I contract amount	
4.	and the new	contract total is on			dollars (\$ \$ 115,000.00
	Remaining Prov full force and effect Amendment His	isions: All other as originally stated tory:	e hundred and fifteen the provisions of the Agreem	pusand	y, shall remain unchanged and
	Remaining Prov full force and effect Amendment His	isions: All other as originally stated tory:	provisions of the Agreem	ousand ent, and prior Amendment(s) if an	y, shall remain unchanged and
	Remaining Prov full force and effect Amendment Hist	isions: All other as originally stated tory:	provisions of the Agreem	ent, and prior Amendment(s) if an	y, shall remain unchanged and een amended as follows:
	Remaining Prov full force and effect Amendment Hist	isions: All other as originally stated tory:	provisions of the Agreem	ent, and prior Amendment(s) if an	y, shall remain unchanged and een amended as follows: Amount of Increase (Decrease)
	Remaining Prov full force and effect Amendment Hist	isions: All other as originally stated tory:	provisions of the Agreem	ent, and prior Amendment(s) if an	y, shall remain unchanged and seen amended as follows: Amount of Increase (Decrease)
5.	Approval: This Ag	isions: All other as originally stated tory: no previous amendate	provisions of the Agreement. ments to this Agreement. General Description ective and no payment security and/or the Superinten	ent, and prior Amendment(s) if an	y, shall remain unchanged and seen amended as follows: Amount of Increase (Decrease) \$ \$ \$ \$ t is approved. Approval requires
5.	Remaining Prov full force and effect Amendment Hist There are r No. Da Approval: This Ag signature by the Bo	isions: All other as originally stated tory: no previous amend te greement is not effected of Education SCHOOL DISTRIC	provisions of the Agreement. ments to this Agreement. General Description ective and no payment security and/or the Superinten	ent, and prior Amendment(s) if and This contract has previously be of Reason for Amendment shall be made to Contractor until indent as their designee.	y, shall remain unchanged and seen amended as follows: Amount of Increase (Decrease) \$ \$ \$ t is approved. Approval requires 2/17/17
5.	Approval: This Assignature by the BookLAND UNIFIED President, Board of Superintendent	isions: All other as originally stated tory: no previous amendate preement is not effected and of Education SCHOOL DISTRIC	provisions of the Agreement. The ments to this Agreement. General Description The dective and no payment is and/or the Superintent.	ent, and prior Amendment(s) if and This contract has previously be of Reason for Amendment shall be made to Contractor until indent as their designee. CONTRACTOR Contractor Signature	y, shall remain unchanged and een amended as follows: Amount of Increase (Decrease) \$ \$ \$ t is approved. Approval required to the provided and the provided
	Approval: This Agsignature by the Bo	isions: All other as originally stated tory: no previous amendate preement is not effected and of Education SCHOOL DISTRIC	provisions of the Agreement. The ments to this Agreement. General Description The dective and no payment is and/or the Superintent.	ent, and prior Amendment(s) if and This contract has previously be of Reason for Amendment shall be made to Contractor until indent as their designee. CONTRACTOR	y, shall remain unchanged and seen amended as follows: Amount of Increase (Decrease) \$ \$ t is approved. Approval required 2/17/17 Date CFO
5. (Approval: This Assignature by the BookLAND UNIFIED President, Board of Superintendent	isions: All other pas originally stated tory: no previous amendate greement is not efficient of Education school distriction	provisions of the Agreement. The ments to this Agreement. General Description The dective and no payment is and/or the Superintent.	ent, and prior Amendment(s) if and This contract has previously be of Reason for Amendment Shall be made to Contractor until is dent as their designee. CONTRACTOR Contractor Signature Natasha Telesford, Contractor, Con	y, shall remain unchanged and seen amended as follows: Amount of Increase (Decrease) \$ \$ t is approved. Approval required to the second se

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.

See Attached Scope of Work of Original Contract.

Legal - K999069.001 Rev. 6/6/16

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.

Through this partnership with OUSD, ANet aims to achieve several outcomes:

- ? Deliver high quality tools and services to OUSD schools
- ? Help OUSD teachers and school leaders build their teaching and school leadership skills
- ? Help OUSD students develop the knowledge and skills for success in college, career, and beyond.
- ? Build OUSD Instructional Leaders' knowledge and skill regarding Common Core

3.		nent with District Strategic Plan: Indicate the goals II that apply.)	and visions supported by the services of this contract:
	☐ De	sure a high quality instructional core velop social, emotional and physical health eate equitable opportunities for learning h 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.	Please	select: tion Item included in Board Approved CSSSP (no a	CSSSP (required if using State or Federal Funds): additional documentation required) – Item
		tion Item added as modification to Board Appro source Manager either electronically via email of scan	oved CSSSP - Submit the following documents to the ned documents, fax or drop off.
	a.	Relevant page of CSSSP with action item highlighted modification date, school site name, both principal and	d. Page must include header with the word "Modified", and school site council chair initials and date.
	b.	Meeting announcement for meeting in which the CSS	SSP 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.

Legal - K999069.001

AMENDMENT NO. 1 TO PROFESIONAL SERVICES CONTRACT 2016-17 (OAKLAND UNIFIED SCHOOL DISTRICT ENACTMENT NO. 17-0075)

This Amendment No. 1 ("Amendment") amends that certain Professional Services Contract 2016-17 (Oakland Unified School District Enactment No. 17-0075) between The Achievement Network, Ltd. ("Contractor" or "ANet") and Oakland Unified School District ("OUSD" or "Member") (the "Agreement"). Each of ANet and Member may be referred to herein individually as a "Party" or collectively as the "Parties." This Amendment is effective as of the date upon which the last Party executes it (the "Effective Date"). Defined terms used in this Amendment but not otherwise defined shall have the meanings ascribed in the Agreement.

WHEREAS, the Parties entered into the Agreement whereby the Contractor agreed to perform work and services for OUSD; and

WHEREAS, the Parties have agreed to make the following modifications to the terms to the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties, the receipt and sufficiency whereof being hereby acknowledged, the Parties hereto agree to amend the Agreement as follows:

- A. The following provisions are hereby added to the Agreement:
- 1. <u>Use Rights</u>: ANet hereby grants to Member during the term of the Agreement (the "Term") the following rights:
- 1.1 <u>Platform</u>. A non-exclusive, non-transferable right to access and use the MyAchievementnetwork.org solely for Member's internal education-related purposes at Member's facility in connection with the provision of services by ANet.
- 1.2 Resources. A non-exclusive, non-transferable license to use and reproduce in hard copy form the Resources (defined below) provided to Member during the provision of services to Member, solely for Member's internal, informational purposes related to Member's educational mission. "Resources" means protocols and templates to facilitate planning, including the ANet Schedule of Assessed Standards, standards and objectives guides aligned to state standards and common core standards, and lesson plans and examples to facilitate reteaching.
- 1.3 Other Downloadable Content: with respect to such additional content and materials that are owned by or licensed to ANet and made available for download by Member through proper use of the Platform (collectively, "Additional Content", and together with Resources, "ANet Content"), a non-exclusive license, non-transferable to download a copy of any portion of such Additional Content, and use such Additional Content solely for Member's internal purposes in connection with the provision of the Services.
- 1.4 <u>Permitted Users</u>. "Permitted Users" shall mean the employees, board members and volunteers of Member with a professional need to know or need to access the Platform and ANet Content in connection with the provision of the Services. ANet will either issue to Member or authorize a Member administrator to create and issue to each Permitted User, a user identification number and/or password for access to and use of the Platform. Member and its Permitted Users are responsible for maintaining the confidentiality of all user identification numbers and/or passwords and for ensuring that each user identification number and/or password is used only by the Permitted User to which it was issued. Member shall be solely responsible for the Permitted Users' compliance with this Agreement, and for any and all activities that occur under Member's account. Member will restrict Permitted Users from sharing passwords. Member will immediately notify ANet of any unauthorized use of Member's account or any user identification number and/or password, or any other breach of security known to Member.

- 1.5 <u>Restrictions</u>. The rights and licenses set forth in this Section 1 are granted subject to the following restrictions:
 - (a) The Platform and ANet Content shall be used or accessed only by Permitted Users; and
- (b) Member shall not, directly or indirectly, and Member shall not encourage or assist, or knowingly permit any User to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code or source code of the Platform; (ii) modify, translate, or create derivative works based on any element of the Services or the Platform; (iii) license, sublicense, sell, resell, rent, lease, distribute, assign, or transfer its rights to use the Platform or any elements of the ANet services, or otherwise commercially exploit or make available to any third party any portion of the Platform or ANet services; (iv) use the Platform for timesharing purposes, to process data on behalf of third parties, or otherwise for the benefit of any person or entity other than for the benefit of Member and Permitted Users at Member's facility; (v) remove any proprietary notices from any materials furnished or made available to Member; (vi) publish any evaluation of the Platform without ANet's prior written consent; (vii) use the Platform for any purpose other than its intended purpose; (xiii) use or access the Platform from or for the benefit of any facility or location other than the Member's primary facility; (ix) circumvent or otherwise interfere with any user authentication or security of the Platform, or disrupt the integrity or performance of the Platform; (x) attempt to gain unauthorized access to the Platform or its related systems or networks or any ANet Content; or (xi) use the Platform to store or transmit infringing, libelous, or otherwise unlawful or tortuous content or material, or to store or transmit content or material in violation of any rights of any third party.
- 2. Ownership; Reservation of Rights. Subject only to the rights expressly granted to Member under this Agreement, as between ANet and Member, all rights, title and interest in and to the ANet Content and the Platform, and any other ANet materials furnished or made available hereunder, and all modifications and enhancements thereof, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, will remain with and belong exclusively to ANet or ANet's licensors and providers, as applicable.
- 3. <u>Member Materials</u>. Member agrees to provide ANet with all Member Materials (defined below) necessary or desirable for ANet to provide the Services. Such Member Materials shall be provided promptly when requested or otherwise agreed by the Parties. Member acknowledges that timely provision of such Member Materials is essential to the success of the Services. Member represents to ANet that it has all necessary rights to provide such Member Materials to ANet. Subject to all terms of the underlying Agreement, including but not limited to Section 22 of the underlying Agreement, which terms and content of the Agreement and Section 22 thereof prevail over the terms of this Amendment Section 3, Member hereby grants to ANet a worldwide, non-exclusive, irrevocable, assignable, royalty-free, perpetual license to use, reproduce, distribute, display and create derivative works of Member Materials in connection with the provision of services to Member. "Member Materials" means any and all information or materials provided to ANet by Member in connection with the provision of the Services.

4. Confidentiality

Subject to all terms of the underlying Agreement, including but not limited to Section 22 of the underlying Agreement, which terms and content of the Agreement and Section 22 thereof prevail over the terms of this Amendment Section 4:

4.1 Confidential Information.

(a) Definition: "Confidential Information" means any and all information or data, regardless of whether it is in tangible form, disclosed orally or in writing, by either Party (the "Disclosing Party") to the other Party (the "Receiving Party"), (a) that the Disclosing Party has identified as confidential or proprietary (either orally or in writing), and (b) such information which is reasonably understood by a reasonable person to be confidential or proprietary information of the Disclosing Party.

- (b) Exclusions: Information and data will not be deemed "Confidential Information" if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
- (c) Obligations: The Parties shall use reasonable measures to protect the secrecy of, avoid disclosure and unauthorized use or reproduction of the other Party's Confidential Information. Without restricting or otherwise limiting the exercise by a Party of the rights and licenses expressly granted to it under this Agreement, Confidential Information may be disclosed to only (1) such employees and consultants of the Parties as may have a need to know such information in connection with the exercise of its rights and performance of its obligations under this Agreement, and (2) legal or financial advisors of the Parties, provided that such employees and consultants are bound by written agreements, and advisors are bound by ethical duties, in each case respecting such Confidential Information in accordance with the terms of this Section.
- 5. <u>Limitation of liability.</u> Under no circumstances and under no legal theory, whether in tort, contract, or otherwise, shall anet be liable to member for any indirect, special, incidental, consequential or punitive damages of any character, including, without limitation, damages for loss of goodwill, lost profits, lost sales or business, work stoppage, computer failure or malfunction, lost data, or for any and all other damages or losses, even if anet has been advised, knew or should have known of the possibility of such damages. Contractor shall not be liable for any direct damages, costs, or liabilities to ousd in excess of twice the fees paid or properly payable by member under the . This amendment section 5 does not alter in any way any provision of the underlying agreement, including but not limited to sections 14 and 21 therein.

6. Publicity

- 6.1 ANet shall be entitled to (a) identify Member as a customer of ANet, (b) use Member's name in any advertising, promotional or sales literature, or in any other form of publicity, and (c) publicize, by news release or other public announcements, the existence of an arrangement between the Parties.
- 6.2 Member hereby grants permission to take photographic, audio and video recordings of Member employees, contractors and consultants during sessions with Member and Member and Network events. ANet will use such photographic, audio and video recordings only for the purposes of education, advertising, promotion, marketing, and/or public relations. Member waives any right to royalties or other compensation arising or related to the use of such images and recordings. Member represents that it has all necessary rights to grant such permission to ANet including having acquired all related and necessary consents from its employees, contractors and consultants.

General

- 7.1 <u>Assignment</u>. Section 11 of the underlying Agreement is replaced in its entirety with the following language: None of the obligations and rights of the Parties under the Agreement may be assigned without the express prior written consent of all Parties to the Agreement.
- 7.2 <u>Severability</u>. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed (and all other provisions) will continue in effect, to the extent consistent with the intent of the Parties as of the Effective Date.

- 7.3 <u>Force Majeure</u>. ANet shall not be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including, without limitation, earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared) or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.
- 7.4 <u>Amendment</u>. All understandings, agreements, covenants, and representations express or implied, oral or written between the Parties are contained and merged herein. No other agreements, covenants, or representations, express or implied, oral or written, have been made by or between the Parties concerning the subject of this Amendment. This is an integrated Agreement. It may not be altered, modified or otherwise changed in any respect except in a writing signed by each party.
- B. <u>Modifications to Agreement</u>. The following provisions shall modify and supersede conflicting provisions contained in the Agreement:
- 1. The Parties acknowledge and agree that Exhibit A-Scope of Work attached to the underlying Agreement includes the Scope of Work for the entire engagement between the Parties. ANet shall be compensated an additional \$59,000, with said sum to be paid by OUSD to ANet by <u>June 30</u>, 2017.
- 2. The last two sentences of Section 17 are hereby deleted in their entirety.
- 3. Section 18.2 is not applicable to Contractor because OUSD has agreed to a Waiver of such provision.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: Contractor certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or District according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. https://www.sam.gov.

Other than the provisions included in this Amendment, the Agreement shall remain in full force and affect. To the extent, if any, that the language, terms and/or provisions of this Amendment conflict with the language, terms and/or provisions of the underlying Agreement, the language, terms and/or provisions of the underlying Agreement shall control.

Amendment Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Amendment 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 Amendment shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

Each of the Parties has caused this Amendment to be executed on its behalf by its duly authorized representatives as of the Effective Date and agrees than an electronic signature of a duly authorized representative constitutes a valid signature for such Party.

THE ACHIEVERAENT NETWORK ITO

OAKLAND UNIFIED SCHOOL DISTRICT	THE ACHIEVEIVIEW INCTIVORA, LID.
By:	Ву:
Print Name:	Print Name: Natasha Teles ford
Title:	Title: CFO
Date:	Date: 3/17/17

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsal
APPROVED FOR FORM & SUBSTANCE

Automay at Law

CAVIAND UNIFIED COURCE DISTRICT



Directions

Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.

- 1. 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.

- Attachment Checklist
- 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) christine.chen@ousd.org

	Coi	ntractor Inform	ation					
Contractor Name	The Achievement Network	Agency		Natasha T	Telesford			
OUSD Vendor ID # 1003748 Title CFO								
Street Address	225 Friend Street	City	Boston		State	MA	Zip	02114
Telephone 617-725-0000 Email agerrior@achievementnetwork.org								

Compensation and Terms – Must be within the OUSD Billing Guidelines						
Original Contract Amount	\$ 56,000.00	Original PO#	P1704709	New Requisition #	R0173888	
Amended Amount	\$ 59,000.00	Start Date	9/1/16	End Date	6/30/2017	
New Total Contract Amount	\$ 115,000.00	Pay Rate Per Hour		# of Hours		

If you ai	re planning to multi-fund a co	ntract using				d Federa	Office before	completing re	quisition.
	Resource Name		Org Key						Amount
0005	S&C		9981641305	;			5825	00	
0005	S&C		9561110106			5825 \$ 5,105.00)
							5825		
		Approval	and Routing (in o	rder of a	pprova	l steps)			
ices above o	riginal contract cannot be pro-	vided before	e the amendment is fu	lly approv	ed and t	he PO an	nount is increa	sed by Procur	ement.
Administra	ator / Manager (Originator)	Name	David Montes			Phone	879-1726		
Site/Depart	ment (Name & #) 956/CSI					Fax			
Signature	A SHOW				Date /	Approved	2/17/2016		
Resource	Manager, if using funds manage	ed by: State	and Federal Quality, C	Community,	School De	velopment	☐Family, School	s, and Communit	y Partnerships
☐Scope of	work indicates compliant use	of restricte	ed resource and is in a	lignment	with sch	ool site pl	an (CSSSP)		
Signature				Date Approved					
Signature (i	f using multiple restricted resources)		Date Approved					
Network S	uperintendent/Deputy Netw	ork Superi	ntendent						
Signature					Date A	pproved			
Chiefs / De	puty Chiefs Consultant Ag	gregate 🗗 U	nder Over \$	_					
	•	-	,		site				
Signature B						pproved			
Superinter	ident, Board of Education	Signature o	n the legal contract						
al Required in	f not using standard contract	App	wos					Date	
urement	Date Received			PON	lumber				
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Board Office Use: Legislative File Info.					
File ID Number: 16-2665					
Introduction Date: 01/11/2017					
Enactment Number: 17-0075					
Enactment Date:	01/11/2017				



Memo

Board of Education To:

From: Antwan Wilson, Superintendent

Board Meeting Date: 01/11/2017

Subject: **Professional Service Contract**

> Contractor: Achievement Network of Boston, MA

Services for: 956-CONTINUOUS SCHOOL IMPROVEMENT

Board Action Requested Ratification by the Board of Education of a Professional Services Contract between the District and and Recommendation: Achievement Network, Boston, MA, for the latter to provide: ANet and OUSD have continued conversations about a potential partnership for the 16-17 school year. Based on these ongoing

conversations, and knowing the Elevation Network and schools more deeply, we propose five distinctive

support streams which

will both build district level capacity and school level capacity and alignment across curriculum,

assessment, professional

development and instruction. Full year school-based support: Foundations Year Partnership, Integrated District I and Commend and Tarinian District Decad Committee to Tarina and Delicementary forther

Background:

(A one paragraph explanation of why the consultant's services are needed.) Previously contracted with vendor before who provided professional services to the district.

Discussion:

(QUANTIFY what is being purchased.)

ANet and OUSD have continued conversations about a potential partnership for the 16-17 school year. Based on these ongoing

conversations, and knowing the Elevation Network and schools more deeply, we propose five distinctive support streams which

will both build district level capacity and school level capacity and alignment across curriculum, assessment, professional

development and instruction. Full year school-based support: Foundations Year Partnership, Integrated District-Level Support and Training, District-Based Group Learning, and Tools and Deliverables.

Board Office Use: Legislative File Info.		
File ID Number:	16-2665	
Introduction Date:	01/11/2017	
Enactment Number:	17-0075	
Enactment Date:	01/11/2017	



Fiscal Impact: Funding Resource name(s) (detailed below) not to exceed \$56,000.00.

\$56,000.00

General Purpose-Unrestricted

Attachments: Professional Services Contract including Scope of Work



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

Legislative File ID No. 16-2665
Department: 956-CONTINUOUS SCHOOL IMPROVEMENT
Vendor Name: Achievement Network
Contract Term: Start Date: 09/26/2016 End Date: 06/30/2017
Annual Cost: \$_\$56,000.00
Approved by: BERNARD MCCUNE
Is Vendor a local Oakland business? Yes No ✓
Why was this Vendor selected?
Worked with Vendor previously at OUSD
Summarize the services this Vendor will be providing.
Was this contract competitively bid? Yes ✓ No
If No, answer the following:
1) How did you determine the price is competitive?
Price compared with other vendors

2)	Plea	se chec	ck the compet	itive bid exce	eption relied	upon:		
	Щ	Educa	ational Mate	rials				
			ial Services on istrative serv		financial, ec	conomic, a	accounting,	legal or
		CUPC	CAA except	i on (Uniform	Public Cons	truction (Cost Accoun	ting Act)
	✓	Profe small	essional Serv amount on Ja	vice Agreem anuary 1 of e	ents of less ach year)	than ^{\$87}	,800.00	(increases a
		Enviro	truction rela onmental Con tion process)	ted Profess sultants and	ional Servi Constructio	ces such n Manage	as Architec rs (require	ts, DSA Inspectors, a "fair, competitive
			gy conservati ervation, co-ge					
		Emer	gency contra	cts [requires	Board reso	lution dec	claring an er	mergency]
		<u>Tec</u> hi	nology contra	acts				
			electronic dat	a-processing	systems, si	upporting	software ar	nd/or services
			(including cor	oiers/printers) over the	\$87,800.00	b	id limit, must be
			competitively	advertised, b	out any one	of the th	ree lowest r	esponsible bidders
			may be select	ted				
			contracts for microwave ed including E-R instead of a c	quipment, and ate solicitatio	d other relating the new details.	ted electro procured	onic equipm through an	ent and apparatus,
			Western State	es Contractin	g Alliance C	ontracts ((WSCA)	
	_		California Mul used for the p					racts are often are]
		Piggy	yback" Conti	racts with ot	ner governn	nental en	tities	
		Peris	hable Food					
		Sole	Source					
			i ge Order fo i xceed ten per				st agreed u	pon in writing does
		Othe	r, please pro	vide specifi	c exceptio	n		

Legal 1/12/16 2

Board Office Use: Legislative File Info.	
File ID Number	16-2665
Introduction Date	01/11/2017
Enactment Number 17-0075	
Enactment Date	01/11/2017



PROFESSIONAL SERVICES CONTRACT 2016-2017

Th:	s Agreement is entered into between Achievement Network of Boston, MA
the	DNTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons ecially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and impetent 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.
2.	Terms: CONTRACTOR shall commence work on09/26/2016, or the day immediately following approval by the Superintendent
	if the aggregate amount CONTRACTOR has contracted with the District is below \$87,800.00 in the current fiscal year; or, approval
	by the Board of Education if the total contract(s) exceed \$87,800.00, whichever is later. The work shall be completed no later than
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The
	compensation under this Contract shall not exceed Fifty-Six Thousand Dollars and 00/100
	Dollars (\$56,000.00) [per fiscal year], at an hourly billing rate not to exceedN/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.
	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 CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.
	The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.
4.	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\$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.
7.	Notices : All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. 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. R0172576 P.O. No. P1704709

Professional Services Contract

OUSD Representative:	CONTRACTOR:	
Name: DAVID MONTES DE OCA-SEINE	Name: Carlon Myrick	
Site /Dept.: 956-CONTINUOUS SCHOOL IMPROVEMENT	Title: Officer (Executive)	
Address: 1000 Broadway Suite 600	Address: 225 Friend Street	
Oakland, CA 94606	Boston, MA 02114	
Phone: (510) 879-2916	Phone: 617-725-0000	
Email: David.Montes@ousd.org	Email: CMyrick@achievementnetwork.org	
Oakland, CA 94606 Phone: (510) 879-2916	Boston, MA 02114 Phone: 617-725-0000	

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

Professional Services Contract

- 13. Drug-Free / Smoke Free Policy: No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
- 14. Indemnification: CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 15. Copyright/Trademark/Patent/Ownership: CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 16. Waiver: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 17. **Termination**: OUSD may at any time terminate this Agreement upon 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.
- 18. 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

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Professional Services Contract

- access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 23. **Conflict of Interest**: CONTRACTOR shall abide by and be subject to all applicable, 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	CONTRACTOR
B-IMOC-	Carlon Myrick
President, Board of Education	Contractor Signature
Superintendent or Designee	
AHAH -	Natasha Telesford, Officer (Executive)
Secretary, Board of Education	Prim 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 <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.

See Attached Scope of Work

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3.

4.

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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.

Through this partnership with OUSD, ANet aims to achieve several outcomes:

- ? Deliver high quality tools and services to OUSD schools
- ? Help OUSD teachers and school leaders build their teaching and school leadership skills
- ? Help OUSD students develop the knowledge and skills for success in college, career, and beyond.
- ? Build OUSD Instructional Leaders' knowledge and skill regarding Common Core

_	nent with District Strategic Plan: Indicate the goals ar all that apply.)	d visions supported by the services of this contract:
■ Ens	sure a high quality instructional core	☐ Prepare students for success in college and careers
☐ Dev	velop social, emotional and physical health	 Safe, healthy and supportive schools
☐ Cre	eate equitable opportunities for learning	 Accountable for quality
Hig	h quality and effective instruction	Full service community district
Alignr Please	nent with Community School Strategic Site Plan – select:	CSSSP (required if using State or Federal Funds):
☐ Ac	tion Item included in Board Approved CSSSP (no addition	nal documentation required) – Item Number(s):
	etion Item added as modification to Board Approved anager either electronically via email of scanned documents,	CSSSP – Submit the following documents to the Resource fax or drop off.
1.	Relevant page of CSSSP with action item highlighted. Pagdate, school site name, both principal and school site cour	e must include header with the word "Modified", modification acil chair initials and date.
2.	Meeting announcement for meeting in which the CSSSP n	nodification was approved.

Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.

Page 6 of 6

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

The Achievement Network Oakland Unified School District Proposal 2016-2017 School Year



Background:

As a nonprofit, ANet's vision is to ensure equitable opportunities for all children. For over ten years, Achievement Network (ANet) has been working within schools and systems to support great classroom instruction - instruction that is grounded in rigorous standards, informed by the strategic use of assessments, and enabled by meaningful professional learning for leaders and teachers.

Nationally we see a gap in school systems between perception of the ability to implement college and career ready standards and the actual presence of standards-aligned instruction. System leaders throughout the country are grappling with how to effectively implement these key instructional shifts. To support instructional change, ANet collaborates with over 700 schools across the country, including system-wide support in District of Columbia Public Schools. Denver Public Schools, and Syracuse City School District.

Our work is composed of four elements:

- Diagnosis and alignment of district-level academic strategy
- Advising on strategy and ongoing implementation across district-level team
- School-based coaching of instructional leadership team and close alignment with principal managers: access to best practices of over 700 schools that partner with ANet
- Instructional tools and resources, including instructional interim assessments and an online platform for reporting and planning from standards

Scope of Work:

ANet and OUSD have continued conversations about a potential partnership for the 16-17 school year. Based on these ongoing conversations, and knowing the Elevation Network and schools more deeply, we propose five distinctive support streams which will both build district level capacity and school level capacity and alignment across curriculum, assessment, professional development and instruction:

- Full year school-based support: Foundations Year Partnership. Centers around differentiated coaching and on-site professional development which help ILTs commit to and execute school-wide priorities that build a deep understanding of CCSS-aligned instructional practices and leverage data to tailor instruction to students' needs. Our Foundations Year partnership is designed to build readiness for a Full Model partnership in future years. It includes teacher, principal, and district leader logins on myANet, our proprietary online data analysis and instructional resource platform. Resources available include standards guides, vertical progressions, and 3,500 lessons covering 100% of Common Core standards in grades 2-8; lessons are vetted for quality, rigor, and alignment to the Common Core. Please see attached for an example annual school plan.
 - Objectives:
 - Align with deputy and network superintendent to ensure all four ANet partner schools establish, communicate, and build investment in a limited set of annual instructional priorities.
 - Regularly co-observe instruction and planning/analysis meetings with colleagues and/or ANet coach
 to determine the extent to which instruction is meeting the demands of the standards, where there is
 progress towards identified instructional priorities, and specific needs for follow-up support.
 - Analyze school artifacts, and other data, to monitor progress on identified instructional priorities and school practice, gauge the extent to which schools are leveraging available resources such as myANet and PD opportunities, and identify focus areas for school support from both system leaders and ANet coaches.
 - PARTICIPATING SCHOOLS
 - West Oakland Middle School
 - Martin Luther King Jr. Middle School
 - Lafayette Elementary School
 - Frick Middle School

- Coaching will be aligned to the attached proprietary, research-based Leader Levers rubric.
- Integrated District-Level Support and Training. ANet will attend Elevation Network monthly meetings and facilitate three (3) annual stepbacks to set priorities, monitor progress and provide implementation support.
 - Objectives:
 - Gauge progress towards shared system and school level goals and align on next steps to support identified needs, based on data and observations
 - Ensure consistent and coherent communications and support to schools; Support effective implementation of curriculum
- **District-Based Group Learning.** ANet will provide professional development to the Instructional Leaders in subjects pertaining to Common Core Content Shifts and Instructional Leadership. ANet shall provide up to nine (9) total sessions of up to three (3) hours each in duration to approximately fifteen (15) participants.
 - Objectives:
 - Help ILTs provide and protect time for school leaders and teachers to collaboratively build expertise in state/Common Core standards and what they require of students. Ground this professional learning in the standards and identified instructional priorities.
 - Equip school leaders to facilitate collaborative learning time with teachers to:
 - Deepen their understanding of the standards and texts they will teach and adjust plans as needed to ensure instruction drives towards student mastery of the standards
 - Review student work to ensure that student work is consistently at level of rigor appropriate for state/Common Core standards
 - Use assessments to clarify the bar for mastery and provide examples of quality text dependent questions and math tasks
 - Follow up to ensure this time is being used effectively and provide additional support/professional
 development as needed, such as modeling work to be done with teachers with leaders/facilitators and
 observing collaborative planning times and sharing feedback.
 - Use qualitative and quantitative data as well as teacher and school leader feedback to gauge success of professional learning and identify adjustments to increase impact.
 - Expected PD trajectory is as follows:

Learn	Adapt	Adapt		
 Supportive environme Helpful tools Meaningful ILT discussion around foundation conditions 	^ Incorporate participant voices: moving too slow or too fast			
	Math: Session 1 3 shifts of Common Core Mathe	matics		
Bring	Learn	Adapt		
Lesson Plan with Standard (if possible)	 What are the three shifts of math? What do they mean? How are the three shifts of math evident in your curriculum? Where might we need to adapt? 	Plan PDCoachingLesson FeedbackVideo?		

Bring	Learn	Adapt
MLK: • Teacher practice artifact: PD Agenda [on the CCSS shifts of Focus, Coherence, Rigor] • Student impact artifact → Grade level Common Assessment (Unit 1 Core) Lafayette: • Teacher practice: Evidence from walk throughs, training on what we are looking for; observing during math block. • Student impact: Cumulative End of Unit [Taken in Nov] WOMS: • Teacher practice: Looking at the actual assignments, looking at grades: what are they actually showing (compliant versus understanding); walk through tool [created to reflect CCSS-aligned math instruction] (possibly), • Student impact: Student work (grade level, standard)	1. Understanding standards through high-quality tasks 2. Implications on instruction and leadership 3. Summary & next steps	1. Observe and look for evidence of planning that is aligned to CC a. Artifact(s): Feedback aligned to CC; observation notes per school (e.g. how many classrooms are we seeing evidence?) 2. Build teachers understanding of standards through the standards and tasks. a. Teacher's look at standard information before teaching. Artifact: Reflection protocol and lesson plans.

	Rough Slide Deck	
Bring	Learn	Adapt
 Evidence (artifact) showing how they implemented the learning from last session. 	Introduction to the Core Actions Apply to lesson plans. Apply to observation.	1. Plan for CC based observation and/or lesson plan feedback. a. Observation/lesson plan feedback. b. Role play of feedback. 2. Observation calendar
	ELA Session 1 3 Shifts in ELA	
Bring	Learn	Adapt
 Summary for how we used "Look fors" in math ELA Lesson plan + curriculum 	 Learn the three ELA shifts and why they happened Why use complex texts? 	 Plan PD Plan how complex texts fit into day Lesson Feedback Video?
	ELA Session 2 Complex Texts and Differentia	tion
Bring	Learn	Adapt
 Evidence (artifact) showing how they implemented the learning from last session. 	 Practice figure out text complexity Practice adapting lessons with a consideration to text complexity. 	Plan PDCoachingLesson FeedbackVideo?
	ELA Session 3 Text Dependent Questions	
Bring	Learn	Adapt
 Evidence (artifact) showing how they implemented the learning from last session. 	 What are TDQs? How do we use TDQs with text complexity? How do we use TDQ to drive towards key understanding? Create "Look Fors" 	 Plan PD Coaching Lesson Feedback Video? Create Look Fors
	Build Leadership: Session 1 Setting Instructional Prioritie	
Bring	Learn	Adapt
 Share out how ELA practice has evolved over the last 3 months 	How to set meaningful instructional priorities for coming school year	Sets IP, begin to think about quarterly metrics
	Build Leadership: Session 2	2

Use IP to plan for year 17-18			
Bring	Learn	Adapt	
IPs that were set with quarterly metrics	How to use IP to calendar How to create "Look-fors" using IP	Create ILT and PD calendar Create list of Look fors for the next year	

Tools and Deliverables:

- RESOURCES
 - Planning Protocols and templates to facilitate planning, including the ANet Schedule of Assessed Standards
 - Curriculum Standards and Objectives Guides aligned to State Standards and Common Core Standards
 - Lesson Planning Plans and examples to facilitate re-teaching
- PLATFORM
 - Access for every teacher and administrator to online platform MyAchievementnetwork.org containing additional resources and tools
- TRAINING & COACHING
 - Logistics training for key personnel at school site
 - Orientation to ANet for administrators and teachers (if new school)
 - Student goal setting support
 - School-specific coaching/training sessions (as agreed to between coach and school) that may include:
 - Introduction and/or support regarding elements of a teaching and learning cycle
 - School leader Mid-and-End-of-Year Meetings
- NETWORK EVENTS
 - Access to professional learning events that may include:
 - School Leadership Team Network Meetings
 - Other Network-specific events that may include: Learning Walks. Professional Learning Communities. workshops, and others.
- INTEGRATED DISTRICT-LEVEL TECHNICAL ASSISTANCE
 - ANet will provide professional development to the Instructional Leaders in subjects pertaining to Common Core Content Shifts and Instructional Leadership.
 - ANet shall provide up to nine (9) total sessions of up to three (3) hours each in duration to approximately fifteen (15) participants.

Outcomes:

Through this partnership with OUSD, ANet aims to achieve several outcomes:

- Deliver high quality tools and services to OUSD schools
- Help OUSD teachers and school leaders build their teaching and school leadership skills
- Help OUSD students develop the knowledge and skills for success in college, career, and beyond.
- Build OUSD Instructional Leaders' knowledge and skill regarding Common Core

We have developed specific milestones or goals for each of these outcomes related to our delivery of high quality tools and services:

- Deliver 15 coaching sessions for each school partner each year
- Achieve a satisfaction rating of 85% or higher on our mid- and end-of-year surveys
- Three of four partner schools are ready for full partnership in SY1718
- Train 10-15 OUSD Instructional Leaders on Common Core Shifts and Instructional Leadership

Pricing:

Program Fee (\$25,0000 per school): \$ 100.000.00

ILT Whole Group Sessions and Integrated District-Level Support: \$ 22,500.00

ANet Philanthropic Subsidy: \$ (7,500.00)

Total Payment: \$ <u>115,000.00</u>

Background and Demographic Information



SAMPLE Public Montessori Elementary School

Goal: Level 0 to .5

Principal: LOREM IPSUM

Leadership Team Members: SAMPLE INSTRUCTIONAL COACH, SAMPLE ASSISTANT PRINCIPAL

Grades: Pre-K - 6

Math Curriculum(s) used: Montessori

ELA Curriculum(s) used: Montessori, Guided Reading

ELA: Math:

Summative: PARCC

Years partnering with ANet: 2015 Service Level: Standard 22

Leader Levers in Focus: 1 and 3

Literacy -

- Use of complex text with all students across subject areas to build knowledge and understanding.
 - o Core Action 1- Focus each lesson on high quality text (or multiple text)
- Strengthen teachers' planning through writing standards-aligned, scaffolded text-dependent questions (and responses) that translate into text-based discussion and writing all driving toward key understanding in the text.
 - o Core Action 2- Employ questions and tasks, both oral and written, that are text specific and reflect the standards.
 - o Core Action 3- Provide all students with opportunities to engage in the work of the lesson.

End-of-Year Goal: What will we see/hear in classrooms if we successfully implement this instructional priority? What will be different?

• For Teachers:

- o Teachers will use quantitative and qualitative complexity to inform text selection and literacy planning.
- o Teachers are building students' knowledge around a cultural theme or topic. Teacher's text-dependent questions are intentionally scaffolded to support students through what makes the text complex so that can still walk away with the key understanding. The written response question is designed as an assessment for learning. Teachers are expecting evidence and precision from students and probe accordingly.

For Students:

O Students are persevering and comprehending complex texts with teacher support as needed and ultimately independently. They are able to inference and analyze. Students are responding in discussion and writing to text-dependent questions that are setting them up to be able to successfully begin writing for understanding. Students develop a "hunger" for and are inspired by reading and writing.

For Leaders:

- Leaders are identifying appropriateness of text for a given grade level and the quality and standards alignment of questions.
- Leaders are working alongside teachers to develop understandings of Close Reading.

Rationale for this goal: Why is this goal the thing we feel is most needed/where we need to push ourselves next?

Understanding the components of text complexity will guide text selection and help us understand the challenges to comprehension.
 Additionally, understanding how to select a text and what makes a text complex will support knowing what questions to ask students.
 Understanding the components of planning for Close Reading will help us understand what to expect from our teachers and include in our lesson plan expectations and observe for in classrooms.

How We Will Drive Our Priority Forward	A0 Summer - September	A1 October - November	A2 December - January	A3 February – March	A4 April - EOY
1. Planning from Standards (Input)	Planning Focus: Understanding Text	Planning Focus: Selecting texts that	Planning Focus: Selecting texts that	Planning Focus:	Planning Focus: Building knowledge around a theme or topic with each
(mpue)	Complexity.	integrate contents naturally.	integrate contents naturally.	Developing a strong focus question and	cultural unit. Within each lesson, the teacher's text-dependent
	TEC:	Text-based planning	Developing an aligned Scope and Sequence	scaffolded text- dependent questions	questions are intentional scaffolded to support students through what makes the text complex
			Developing a strong focus question (and scaffolded text-dependent questions)		so that can still walk away with the key understanding.

	Feedback Focus: Text selection	Feedback Focus: Text selection	Feedback Focus: Are the questions text- dependent? Are they scaffolding students up towards the key understanding?	Feedback Focus: Are the TDQs driving coherently towards a key understanding in the text?	Feedback Focus: Is the unit's theme clear and reflected in the texts and tasks selected? Are the TDQs driving coherently towards a key understanding in the text?
2. Teach (Observation Focus) (Input)	Feedback Focus: N/A	Feedback Focus: What texts are being used and for what purpose?	Feedback Focus: Are teachers employing questions and tasks (both oral and written) that are text specific?	Feedback Focus: Are the teacher's text dependent questions and tasks (oral and written) translating into text-based discussion and writing – all driving toward key understanding in the text?	Feedback Focus: Are the TDQs translating into text-based discussion and writing – all driving toward key understanding in the text?
3. Analyzing Data & Action Planning (DDI) (Input)	A0 Data Meeting Focus: N/A	A1 Data Meeting Focus: Text complexity analysis and understanding what made the passages complex.	A2 Data Meeting Focus: Unpacking the Information Standards Balanced literacy instruction with a text centered approach-bookended with standards and content (cultural experiences)	A3 Data Meeting Focus: Compare the rigor of questions from instruction to the prose constructed response prompts and consider the level of evidence in student responses.	A4 Data Meeting Focus: Complex texts are central to action plans and incorporated into regular upcoming instruction, with intentionally sequenced text-dependent questions targeting standards needing work.
4. Closing the Loop (Adapt teaching, Reassess, Reflect) (Input)	Closing the Loop Focus: N/A	Closing the Loop Focus: TEC Support Close Reading lessons with original passage	Closing the Loop Focus: (note- there were no action plans or reassess plans for A2 due to focus on understanding the standards and prioritizing Scope and Sequence work with each team) 6 week plans reflective of Cultural Focus, Standards and SAS alignment	Closing the Loop Focus: Rigorous text dependent questions and student responses; questions should reflect the elements of text complexity that students struggled with	Closing the Loop Focus: Upcoming plans integrate adapted teaching and the unit reflects text-based planning approach/backwards plan design

			Literacy planning must reflect use of rigorous text dependent questions; questions should reflect the elements of text complexity that students struggled with	10	
Professional Learning/Development Focus: (Input) -What professional development support do teachers need to carry out the priority? - What learning or resources do the ILT need to lead the priority?	Teachers: PD on text complexity to inform text selection	Teachers: PD on text complexity to inform text selection Time to share what topic they are focused on to intentionally integrate content for students where appropriate.	Teachers: PD on understanding the Standards PD on Balanced Literacy Instruction Develop a Scope and Sequence Unit Planning PD on strong focus question and text-dependent questions with intentional scaffolding (attending to structure(s) [sentences, phrases, words], concepts, ideas, and details) Time to share what topic they are focused on to intentionally integrate content for students where appropriate.	Teachers: PD on strong focus question and text-dependent questions with intentional scaffolding (attending to structure(s) [sentences, phrases, words], concepts, ideas, and details) Time to share what topic they are focused on to intentionally integrate content for students where appropriate.	Teachers: Sustained focus on PD supporting teachers to develop strong text-dependent questions with intentional scaffolding (attending to structure(s) [sentences, phrases, words], concepts, ideas, and details) Time to share what topic they are focused on to intentionally integrate content for students where appropriate.
	ILT: Goal Setting Support Alignment with UIP goals Group Learning Support with Scope and Sequence	ILT: Prep to lead text-based planning approach PD with teachers (focus on text complexity and selection) Support using A1 data	ILT: Coach to instill a heightened sense of urgency and focus Coach to lead text-based planning approach PD with teachers (FOCUS	ILT: Sustained focused on cohesiveness and intentionality of teachers' planning and use of Scope and Sequence	ILT: Coaching with a sustained focused on cohesiveness and intentionality of Scope and Sequence and focus of summer learning or work will be

		to adjust instruction and prioritize support for A2. Group Learning Series on how to lead a Teacher Reflection Meeting	ON Text Selection and TDQs). Coach to lead the development of Scope and Sequence for ALL grade levels Support using A2 data to adjust instruction and prioritize support for A3. Group Learning- Winter Network Meeting Event	Coach on text complexity, text selection and use of dependent questioning in planning and execution. Support using A3 data to adjust instruction and prioritize support for A4. Group Learning Series- Spring Network Event	planned/expected of teachers. Coach on text teachers' text-dependent questioning in planning and execution. Group Learning Series?
Data Points/Evidence for monitoring progress	By the end of A0 what do we want to see in:	By the end of A1 what do we want to see in:	By the end of A2 what do we want to see in:	By the end of A3 what do we want to see in:	By the EOY what do we want to see in:
(Output)	Teacher Practice: In plans, we see at least one complex text being used by every literacy teacher per unit. Teachers are integrating content whenever appropriate.	Teacher Practice: In plans and/or execution, we see literacy teachers using at least one complex text per unit and close reading strategies to help students build knowledge and skills.	Teacher Practice: Every unit has a clear criteria and plan for text selection. There is a focus question aligned to the text's key understanding. Teachers are employing questioning and tasks that are text specific.	Teacher Practice: We see scaffolded and coherent text-dependent questions in teacher plans and execution. Teachers are expecting evidence from students and probe accordingly.	Teacher Practice: Teachers are building students' knowledge around a theme or topic with each unit. Teacher's text-dependent questions are intentionally scaffolded to support students through what makes the text complex so that can still walk away with the key understanding. The focus question is designed as an assessment for learning. Teachers are expecting evidence and precision from students and probe accordingly.

Student Evidence: N/A	Student Evidence: In observations, we see all students are being exposed to complex texts	Student Evidence: Orally or written, we see students using evidence from the text to demonstrate understanding and to support their ideas about the text. Students persevere in solving questions and tasks in the face of initial difficulty.	Student Evidence: Orally or written, we see students using strong evidence from the text to demonstrate understanding and to support their ideas about the text. Students persevere in solving questions and tasks in the face of initial difficulty.	Student Evidence: Students are persevering and comprehending complex texts with teacher support as needed. They are able to inference and analyze. Students are responding in discussion and writing to text-dependent questions that are setting them up to be able to successfully begin writing for understanding.
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Math - Annual Instructional Priority: (#1, #1)

- Study the standards alongside the curriculum in order to ensure focused and rigorous instruction (Shifts: Focus and rigor)/C-P-A
- Focus on active learning experiences for students that allow them to exhibit mathematical practices in connection with content of the lesson

End-of-Year Goal: What will we see/hear in classrooms if we successfully implement this instructional priority? What will be different?

- For Teachers: Teachers will introduce key concepts of a unit through hands-on inquiry-based "launch lessons" that will allow students to begin forming conceptual understanding that teachers will then build on throughout the remainder of the unit with a clear though-line.
- For Students: Students hold the cognitive load as they manipulate, discussion, and form concept through the launch lesson and then develop that understanding over a unit of study.

Rationale for this goal: Why is this goal the thing we feel is most needed/where we need to push ourselves next?

• Data shows us that page turning through a curriculum and teaching procedures doesn't work. We need to change the way we've been approaching math instruction.

How We Will Drive Our	A0	A1	A2	A3	A4
Priority Forward	Summer - September	October - November	December - January	February - March	April - EOY
1. Planning from Standards (Input)	Planning Focus: Teachers are backwards planning from standards with an understanding of their grade level's major work	Planning Focus: Teachers are backwards planning from standards, aligning their instructional approach to the aspect(s) of rigor demanded by content standard	Planning Focus: Teacher plans incorporate prompts, problems, and tasks that are high quality and aligned to aspect(s) of rigor demanded by standard	Planning Focus: Teachers are backwards planning from standards, focusing on their major work while aligning their instructional approach and high quality tasks to the aspect(s) of rigor demanded by content standard	Planning Focus: Teachers are backwards planning from standards, focusing on their major work while aligning their instructional approach and high quality tasks to the aspect(s) of rigor demanded by content standard
-,//	Feedback Focus: N/A	Feedback Focus: Lesson plans reflect the demands and level of rigor of the standard	Feedback Focus: Inclusion and alignment of high quality tasks and questioning sequence	Feedback Focus: Quality of task(s) and reflective questioning, alignment of content and rigor demands	Feedback Focus: Quality of task(s) and reflective questioning, alignment of content and rigor demands
2. Teach (Observation Focus) (Input)	Feedback Focus: N/A	Feedback Focus: Does the instructional approach align with the aspect of rigor demanded by the content standard or objective?	Feedback Focus: Is the teacher using high quality tasks and prompting students to think mathematical and share their thinking?	Feedback Focus: Is the teacher focused on the major work and aligning their instruction and high quality tasks with the correct aspect(s) of rigor demanded by the standard or objective?	Feedback Focus: To what extent are teachers expecting students to meet the level of rigor in the focus cluster/standard through activities and problems that support them in building their understanding? How are they probing students to understanding (showing, not telling)?
3. Analyzing Data & Action Planning (DDI) (Input)	Planning Focus: N/A	Planning Focus: How teachers are addressing why students struggled in this major cluster, whether or not they are addressing the level of rigor required?	Planning Focus: How teachers are addressing why students struggled in this major cluster, whether or not they are addressing the level of rigor required, and make deliberate connections to upcoming major cluster content in the same domain?	Planning Focus: How teachers are addressing why students struggled in this major cluster, whether or not they are addressing the level of rigor required, what high quality tasks and question sequence can be used to address breakdown in students' understanding?	Planning Focus: How teachers are addressing why students struggled in this major cluster, whether or not they are addressing the level of rigor required, what high quality tasks and question sequence can be used to address breakdown in students' understanding?

	A0 Data Meeting Focus: N/A	A1 Data Meeting Focus: Analyze student performance on the major cluster studied	A2 Data Meeting Focus: Compare the quality of tasks or problems they asked students to do in the classroom and those on the assessment	A3 Data Meeting Focus: Where and why did students' understanding break down? How did our instruction play into that?	A4 Data Meeting Focus: Compare the quality of tasks or problems they asked students to do in the classroom and those on the assessment
4. Closing the Loop (Adapt teaching, Reassess, Reflect) (Input)	Closing the Loop Focus: N/A	Closing the Loop Focus: Teachers reflect on the level of rigor and how focusing on the major work improved the quality of their instruction.	Closing the Loop Focus: Teachers reflect of how the quality of tasks they chose when adapting their teaching moved students from misconceptions to strong understandings and how students engaged with it.	Closing the Loop Focus: Teachers reflect not only on the level of rigor but also the amount of scaffolding they gave students in the classroom and how they are seeing that play out in student performance.	Closing the Loop Focus: Teachers reflect not only on the level of rigor but also the amount of scaffolding they gave students in the classroom and how they are seeing that play out in student performance.
Professional Learning/Development Focus (Input): -What professional development support do teachers need to carry out the priority? - What learning/resources do ILT need to lead the priority?	Teachers: Coaching on the major work by studying the grade-level major cluster(s) and clearly defining the three aspects of rigor Support in drafting strong questioning sequences for students	Teachers: Aligning instructional approach to aspect(s) of rigor demanded by standard PD time spent identifying the major work, aspect of and developing a high quality task 'launch lesson'	Teachers: Instructional strategies that align to different aspects of rigor. PD time spent identifying the major work, aspect of and developing a high quality task 'launch lesson'	Teachers: Sustained support in PD on Aligning instructional approach to aspect(s) of rigor demanded by standard and instructional strategies. PD time spent identifying the major work, aspect of and developing a high quality task 'launch lesson'	Teachers: Sustained support in PD on Aligning instructional approach to aspect(s) of rigor demanded by standard and instructional strategies.
	ILT: Coaching on the major work and how clusters are organized; not all standards are created equal; how additional and supporting standards work in service of the major work. Coaching on define rigor is math and what each aspect of rigor means	ILT: Coaching and resources on how to determine what instructional approach is best aligned to the demand of a standard Group Learning Series? – Big Picture planning for A2 Principals' Quarterly Learning Walks? – 3 Shifts, major work,	ILT: Coaching and resources on effective instructional strategies Coaching with a sustained focused on aligning instructional approach and strategies to the aspect(s) of rigor demanded by the standard. Group Learning Series?	ILT: Coaching on writing a strong sequence of 'launch lesson' questions for the high quality task Coaching with a sustained focused on aligning prompts and problem types to the aspect(s) of rigor demanded by the standard. Group Learning Series?	ILT: Coaching on what to look (related to rigor) for in plans and instruction Group Learning Series? Principals' Quarterly Learning Walks? ILS meetings

	Group Learning Series? Principals' Quarterly Learning Walks? ILS meetings – is a lesson/task aligned to the aspect of rigor called for by the standard?	what to know and look for in a math observation (focus) ILS meetings – how high quality tasks can prompt students' thinking and discussion	Principals' Quarterly Learning Walks? ILS meetings	Principals' Quarterly Learning Walks? ILS meetings	
Data Points/Evidence for Monitoring Progress (Output)	By the end of A0 what do we want to see in: Teacher Practice: Teachers are beginning their backwards planning from the standards and regularly use the 'Standards' tab on myANet to identify what aspect(s) of rigor are demanded by the standard.	By the end of A1 what do we want to see in: Teacher Practice: Teachers are creating a classroom culture where students share their thinking and talk about each other's thinking through their 'launch lesson'	By the end of A2 what do we want to see in: Teacher Practice: Plans and instruction reflect teachers utilizing instructional approaches and strategies best aligned to the aspect(s) of rigor demanded by the standard and use reflective questioning to push students' concept formation and discussion.	Teacher Practice: 'Launch lesson' plans and instruction reflect teachers utilizing instructional approaches	By the EOY what do we want to see in: Teacher Practice: 'Launch lesson' plans and instruction reflect teachers utilizing instructional approaches and strategies best aligned to the aspect(s) of rigor demanded by the standard and use tight, reflective, and scaffolded questioning to push students' concept formation and discussion.
	Student Evidence: Students are sharing their developing thinking about the content of the lesson.	Student Evidence: Students are experiencing, working, and discussing problems and tasks aligned to the major work of their grade.	Student Evidence: Students are sharing their developing thinking about the content of the lesson both orally and written.	Student Evidence: Students are sharing their developing thinking about the content of the lesson both orally and written.	Student Evidence: Students are having opportunities to build their understanding of concepts, practice fluency, and apply their knowledge and skills over the course of a unit through discussion and high quality tasks.

ANET ACHIEVEMENT NETWORK Learning. Together.

Leader Levers

Provide Standards and Data-Driven Instructional Leadership

1. Build expertise and opinions about standards and instruction.

- Give yourself time to build deep understanding of the standards and what they require of students.
- Give yourself time to get and stay informed about what strong Common Core Standards-aligned plans and instruction look like.
- Have an opinion on teachers' current ability to use the standards to drive plans and instruction so that you can match support to their starting points.

2. Build expertise and opinions about data.

- Give yourself time to investigate trends in student data (school-wide, grade level, class, subject, sub-populations).
- Have a strong opinion about teacher strengths and weaknesses (school-wide, grade level or subject, individual).
- Have a strong opinion about which students and teachers need support most (note: grows in scope/depth as capacity grows).

3. Pursue a limited number of school-wide academic priorities through high quality use of time and structures.

- Commit to and invest teachers in a limited number of overarching academic priorities for the school year, and use data to target resources and support throughout the year to achieve that priority.
- Create and ensure high quality use of a school-wide calendar that provides sacred time to advance instruction: peer-to-peer collaborative planning, teaching and learning cycle structures, targeted teacher support, student intervention systems.
- Define expectations and systems for planning and instruction, so that teachers operate within consistent routines, have clear objectives for collaborative planning time, have easy-to-access plans, and know what to expect for observations and feedback.
- Define and protect sacred time for school leadership to observe and give feedback on teacher planning and instructional time.

4. Develop teachers to strengthen instruction and adult culture.

- Build and pursue a vision for strong professional development that is grounded in a growth mindset and shapes adult culture.
- Provide regular, hands-on skill-building and practice with standards and planning.
- Support teachers to draw quality conclusions from data by asking questions, pushing their thinking, and thought-partnering on positive action steps to take.
- Give frequent, actionable, and high-impact praise and feedback on teachers' plans and instruction.

5. Develop your leadership team to deepen impact across the school.

- Prepare your leadership team to support teachers by providing guidance and development.
- Distribute leadership of T&L cycle structures based on team member strengths, once school-wide vision and habits are in place.
- Foster a positive sense of accountability on the leadership team by facilitating regular reflection and action planning based on whether efforts are resulting in stronger instruction and student learning.

Practice Outcomes



Foundations; Goal: Level 0

Goal: Level 0 → Level 1

Goal: Level 1 → Level 1.5 or 2

Goal: Level 2 → Level 2.5 or 3

1. Build expertise and opinions about standards and instruction.

- Prioritize time to execute classroom observations.
- Articulate value of classroom/collaborative team observations as learning opportunities for themselves and for teachers.
- Able to determine where there is a disconnect between standards and quality of instruction.
- Math: use knowledge of the major work of the grades to set priority standards and use items to define what to look for in plans and instruction.
- Literacy: use knowledge of the CCSS shifts and standards to identify the appropriateness of texts by grade level and determine whether questions are text dependent.
- Develop an opinion about teachers' focus on texts and the major work or aspects of rigor in plans/ instruction.
- Build sufficient personal knowledge in schoolwide instructional priorities to define evidence of success and monitor progress.
- Develop an accurate opinion on teacher plans and instruction in Literacy and/or Math connected to school instructional priorities.
- Build strong personal knowledge and confidence in school-wide instructional priorities to communicate to teachers what change should look like and why it matters.
- Develop an accurate opinion on student impact tied to teachers' plans and instruction, with a particular focus on school instructional priorities.

2. Build expertise and opinions about data.

- Open to reviewing data with an eye towards trends.
- Articulate the value of collaboration with and across schools and require execution support.
- Define top trends and focus areas in data and prioritize teachers needing extra support in data meetings.
- Define what changed in teacher practice and student learning at the end of each T&L cycle.
- Use data to set instructional priorities and monitor progress, and identify teachers, grade levels, or students for extra support.
- Define the impact of each T&L cycle on teacher practice and student learning and make 1-2 improvements for the next cycle.
- Use data to evaluate progress and needs towards instructional priorities.
- Use data independently each cycle to target resources and support to teachers, subjects, standards, grade levels, or students.

3. Pursue a limited number of school-wide academic priorities through high quality use of time and structures.

- Articulate importance of & seek support in developing instructional focus areas.
- Articulates the importance of dedicated time and seek support in creating dedicated time for planning & collaboration.
- Articulate the connection between school improvement and ANet support.
- Define where the academic program needs improvement and communicate to teachers the purpose of the T&L cycle in shaping a culture of learning.
- Protect time for existing T&L cycle structures (esp. collaborative planning) and define purpose and expectations.
- Use priority standards and complex texts to focus existing teacher planning time (as appropriate).
- Communicate purpose behind instructional priorities and affirm teachers' efforts to change practice.
- Use instructional priorities to plan purposeful, regular development for teachers.
- Protect time to give regular feedback on instructional priorities in plans and instruction.
- Include teachers in setting instructional priorities and make priorities a high quality, consistent focus across the T&L cycle.
- Use data throughout the year to evaluate progress on priorities and change in teacher practice, and adapt PD structures/resources to address needs.

4. Develop teachers to strengthen instruction and adult culture.

- Demonstrates ability to prioritize and execute formal and informal observation routine.
- Provides regular feedback on teacher plans and lesson execution.
- Lead data meetings and reflection or planning meetings grounded in the instructional purpose of assessments, standards, and data.
- Support prioritized teachers to draw quality conclusions from data, internalize standards, and plan.
- Give actionable praise and feedback on teachers' analysis and action or instructional plans.
- Develop teachers on school-wide instructional priorities using an understanding of strong adult PD (ex. shift from coverage to mastery of priority topics, embedding hands-on practice).
- Give consistent and frequent feedback to support action on instructional priorities—particularly on prioritized teachers' plans and instruction.
- Integrate consistent PD on instructional priorities with implementation support (lesson plan feedback, observation/feedback, celebrations).
- Provide regular, hands-on skill-building on planning and instruction aligned to priorities.

5. Develop your leadership team to deepen impact across the school.

- There is a dedicated leadership team with clear roles and responsibilities.
- Leadership has dedicated time to discuss school wide instruction.
- Establish expectations and structures for ILT responsibilities; identify teacher leaders who should become members of the ILT.
- Support team members to facilitate teacher planning and analysis.
- Develop team members to communicate purpose of instructional priorities and affirm teacher efforts.
- Distribute facilitation of T&L cycle structures to teacher leaders; include teacher leaders in shaping PD and instructional priorities for the coming year.
- Provide coaching and development to ILT members (including teacher leaders) to support their development of teachers.
- Distribute leadership across ILT members (including teacher leaders), so that team members are able to lead progress on priorities independently and in so doing, influence a staff culture of learning.