Board Office Use: Leg	islative File Info.
File ID Number	10-1901
Introduction Date	8-2-10
Enactment Number	10-1505
Enactment Date	8-11-10
	R.Y



	every student. every classroom. every day.
Memo	Board of Education
From	Anthony Smith, Ph.D., Superintendent
Board Meeting Date (To be completed by Procurement)	8-11-10
Subject	Professional Services Contract
	Swun Math, LLC Cypress CA (Contractor, City, State) Instructional Services MATH (site/department)
Action Requested	Approval by the Governing Board of a professional services contract between Oakland Unified School District and <u>Swun Math, LLC</u> . Services to be primarily provided to <u>Instructional Services MATH</u> for the period of <u>08/16/2010</u> through <u>06/30/2010</u> .
Background A one paragraph explanation of why the consultant's services are needed.	Since the first year pilot of Swun Math in 2006-07, OUSD students have benefitted from the Swun Math instructional model and continued to make significant gains in math achievement. For the final stage of the gradual release of responsibility to OUSD to maintain a sustainable Swun Math model, this fifth year of contracted services will provide training and support to ensure (1) full and continued implementation to maximize results and, most importantly, (2) capacity and infrastructure building with shared responsibility at the site and district levels through the active participation and development of OUSD Swun Math Coaches, and district leaders.
Discussion One paragraph summary of the scope of work.	Ratification by the Board of Education of a Professional Services Contract between the District and Swun Math, LLC, for the latter to provide these services: (1) professional development and site support visits for 25 Elementary Math Teacher Leaders; (2) individualized consultation/coaching services for Lead Principals; (3) regional principal professional development; (4) differentiated professional development every trimester open to all K-5 teachers/ principals; (5) teacher site support/coaching services for 12 elementary schools; (6) principal site support/coaching services for 20 principals; (7) extension of "No Charge" services as stipulated in the 2009-10 contract.
Recommendation	Approval by the Governing Board of a professional services contract between Oakland Unified School District and <u>Swun Math, LLC</u> . Services to be primarily provided to <u>Instructional Services MATH</u> for the period of <u>08/16/2010</u> through <u>06/30/2010</u> .
Fiscal Impact	Funding resource name (please spell out) Title i
	not to exceed \$_401.250.00
Attachments	 Professional Services Contract including scope of work Fingerprint/Background Check Certification Insurance Certification TB screening documentation Statement of qualifications

Board Office Use: Legislative File Info.						
File ID Number	10-1807					
Introduction Date	8-2-10					
Enactment Number	10-1505					
Enactment Date	8-11-10 2					



PROFESSIONAL SERVICES CONTRACT 2010-2011

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

- 1. Services: The 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 on <u>08/16/2010</u>, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than <u>06/30/2011</u>.
- 3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed <u>four hundred one thousand, two hundred fifty------</u> Dollars (\$401,250,00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: n/a/______.

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

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

- 4. **Submittal of Documents**: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - 1. Individual consultants:
 - Tuberculosis Clearance Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.

Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.

2. Agencies or organizations:

Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.

- 6. **CONTRACTOR Qualifications / Performance of Services.**

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

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

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

P.O. No. ____

Professional Services Contract

OUSD Representative:	CONTRACTOR:
Name: <u>Heidi Boley</u>	Name: Si Swun
Site /Dept.: Instructional Services MA	TH Title: Executive Director, Swun Math, LLC
Address:	Address: 6245 Aruba Ct
Oakland, CA	Cypress CA 90630
Phone:879-8614	Phone: (714) 903-2338

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

8. Invoicing

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

- 1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
- 2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.
- 9. Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

10. Insurance:

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

Check one of the boxes below:

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

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 11. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

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

Contractor initial:

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

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

Professional Services Contract

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

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

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

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

Summary of terms and compensation:

Anticipated start date: 08/16/2010

Work shall be completed by: 06/30/2010

Total Fee: \$_401,250.00

President, Board of Education

CONTRACTOR

128/10

\$ 12/10

Edgar Rakestraw, Jr., Secretary Board of Education

Si Swun Print Name, Title Executive Director, Swun Math, L

LEGISLATIVE FILE

File ID No. 10- 1807 Introduction Date 8-2-10 Enactment No. 10-8-Enactment Date

Rev. 5/15/10

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Ratification by the Board of Education of a Professional Services Contract between the District and Swun Math, LLC, for the latter to provide these services: (1) professional development and site support visits for 25 Elementary Math Teacher Leaders; (2) individualized consultation/coaching services for Lead Principals; (3) regional principal professional development; (4) differentiated professional development every trimester open to all K-5 teachers/ principals; (5) teacher site support/coaching services for 12 elementary schools; (6) principal site support/coaching services for 20 principals; (7) extension of "No Charge" services as stipulated in the 2009-10 contract.

SCOPE OF WORK

<u>Swun Math, LLC</u> will provide a maximum of <u>1,605.00</u> hours of services at a rate of <u>\$250.00</u> per hour for a total not to exceed <u>\$401,250.00</u>.

Services are anticipated to begin on 08/16/2010 and end on 06/30/2010

- 1. Description of Services to be Provided Please provide a one or two paragraphs program description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and the outcome specific to this consultant. (see Appendix A for detailed Scope of Work)
- 2. Specific Duties and Outcomes: Be specific as to what *this* consultant will do. Provide details as to program participation (Students will...) and measurable outcomes (Participants will be able to...).

(see Appendix B for detailed Expected Outcomes/Learning Targets. Consultants' specific duties, Scope of Work and Expected Outcomes/Learning Targets are all aligned and interconnected.

3. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds) Please select:

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

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

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

Appendix A

2010-2011 SWUN MATH, LLC SCOPE OF WORK

TOTAL \$401,250

Goal: to increase student achievement in mathematics <u>grades K-7</u> and student preparedness for success in Algebra by grade 9 by building a coherent, congruent, and sustainable district/site capacity building mathematics instructional model that includes these key features:

- Building of site and district capacity to independently sustain the model beginning in 2011 through utilization of a training of trainers model for IS Math Coaches, site-based coaches, math teacher leaders, teachers, site administrators, and complementary learning providers
- Coordination of services through quarterly meetings with key district administrators as well as submission of quarterly reports by Swun Math, LLC. to principals/district administrators
- Unified district-wide math pacing guides that promote and support instruction of the essential CA Math Standards as well as grade level and vertical alignment and developed through a partnership limited to Swun Math, LLC and Instructional Services MATH
- Unified Standards-aligned district assessments that spiral in key standards learned in earlier trimesters or quarters, flexible and responsive to student data as well as teachers' re-teaching effort, and developed through a partnership between Swun Math, LLC and Instructional Services MATH
- Professional development for teachers and administrators
- Ongoing coaching and site support
- Lesson design structure that provides students with multiple opportunities to learn, engage, interact and can be transferred to other subject areas
- Math fluency timed assessments for CA Math Standards that require automaticity
- Formative unit assessments
- Limited free access to Beyond the Basic Facts © 2002-2009 intervention materials for grades 1-7

DISTRICT AND SITE CAPACITY BUILDING

\$ 62,500

(Costs include travel/airfare, car rental, meals and living accommodations 5 days/week)

<u>Swun Math Teacher Leaders</u>. Co-select with IS Math up to 25 Swun Math Teacher Leaders (MTLs) from the June 21-25 Swun MathTeacher Leader Institute participants to grow into role as district math teacher leaders with the following responsibilities: provide site support (36 hours), attend monthly PD (2 hrs/mon x 9 months = 18 hrs) for ongoing support and development, collect and provide input on pacing guide and assessment revisions, co-plan/co-present district-wide professional development, model/co-teach/elbow teach lessons in classrooms, support/facilitate PLCs, and support new teachers at the site. To accelerate teachers' transition into this new role at the site and district levels, each Math Teacher Leader will be provided at least 2 half-day site support visits/coaching during September – November.

- Professional Development including Certification Process
 [9 PD sessions x (2 hrs/session + 4 hrs planning/session) x
 \$2000/7 hrs/day = \$15,429 (FEE WAIVED → NO CHARGE)]
- Site Support Visits/Coaching for Math Teacher Leaders
 [25 MTLs x 2 half-day site support visits x \$2,500/day = \$62,500]

Instructional Services Math Coaches.

• Continue to provide coach training, with an emphasis on K-1 and Phase II as well as the implementation of a Level II Certification Process to calibrate the quality of coaching support.

[9 PD sessions x (3 hrs/session + 6 hrs planning/session) x

\$2,000/7 hr/day = \$ 23,143 (FEE WAIVED → NO CHARGE)]

Swun Math Lead Principals. (NO CHARGE)

- Co-select with IS Math up to 6 Swun Math Lead Principals (2 per region) from the June 23-25 Swun Math Lead Principals Institute participants to mentor new principals.
- Swun Math administrative coach to provide and <u>document</u> up to 5 hours of Individualized consultation/coaching services to each Swun Math Lead Principal

Coordination Meetings and Reports. (NO CHARGE)

- Quarterly meetings with key district administrators to ensure sustainable model in 2011-12
- Quarterly reports submitted by Swun Math, LLC. to principals/district administrators

K-7 Math Pacing Guide Development

As stipulated in 2009-10 Swun Math, LLC contract, provide free updates of K-7 Math Pacing Guides for two years, 2010-11 and 2011-12. Updates for 2010-11 completed and submitted June 8, 2010.

District Grades K-7 Math Assessments

NO CHARGE

NO CHARGE

As stipulated in 2009-10 Swun Math, LLC contract, provide assessment updates at no charge for two years, 2010-11 and 2011-12.

Elementary (Grades K-5): Continuation of ongoing working agreements and partnership between Swun Math, LLC and Instructional Services Math.

- End of Course Tests. Effective June 9, 2010 Research & Assessment ended Math End of Course (EOC) Tests for Grades 2-5, tools made available to teachers to aid summer school intervention placement as well as an opportunity for students who need additional time to develop and demonstrate mastery.
 <u>Kindergarten and Grade 1:</u> no change since K-1 Spring Exams are administered later than for Grades 2-5 and serve as "end-of-course" exams.
 <u>CHANGE:</u> <u>Grades 2-5</u>: As a result of Research and Assessment action, Swun Math, LLC. is released forthwith from its obligation as set forth in the 2009-10 contract to provide revised EOC tests for Grades 2-5 at "no charge" for two years (2010-11 and 2011-12).
- <u>Trimester Exams</u>. Effective June 9, 2010, Research and Assessment renamed Grades K-5 Trimester 1, Trimester 2, and Trimester 3 Exams as Fall, MidYear and Spring Exams. Revised and updated copies to be produced in concert with and released to Instructional Services Math, primary contact, then passed on to Research and Assessment, secondary contact, for correction of typographical and formatting errors plus reproduction/distribution of final copies and input into Edusoft.
- <u>Unit Assessments</u>. Revised and updated copies to be produced in concert with and released to Instructional Services Math, primary contact, then passed on to Research and Assessment, secondary contact, for correction of typographical and formatting errors plus reproduction/distribution of final copies and input into Edusoft.

Secondary (Grades 6-7): Continuation of working agreements/partnership between Swun Math, LLC and Instructional Services Math.

• Quarter Exams. Effective June 9, 2010, Research and Assessment renamed Grades 6 & 7 Quarter 1, Quarter 2, Quarter 3, and Quarter 4 Exams as Fall, MidYear, and End of Course Exams and reduced the number of district-wide common assessments from four to three. Revised and updated copies to be produced in concert with and released to Instructional Services Math, primary contact, then passed on to Research and Assessment, secondary contact, for correction of typographical and

formatting errors plus reproduction/distribution of final copies and input into Edusoft.

• <u>Unit Assessments</u>. Revised and updated copies to be produced in concert with and released to Instructional Services Math, primary contact, then passed on to Research and Assessment, secondary contact, for correction of typographical and formatting errors plus reproduction/distribution of final copies and input into Edusoft.

SWUN MATH PROFESSIONAL DEVELOPMENT SERVICES



(Costs include travel/airfare, car rental, meals and living accommodations 5 days/week)

TEACHER Professional Development: Open to ALL K-5 Teachers & Principals at both non-Swun Math and Swun Math schools.

- Co-construct/co-present Swun Math PD sessions with certified Instructional Services Math coaches and/or Swun Math Teacher Leaders.
- Provide differentiated and repeating half-day Professional Development sessions for Gr K-5 Teachers continuing with and fine tuning Phase I as well as for Gr 2-5 Phase II teachers. Maximum of 4 half-day sessions per grade level: Continuing Phase I Teachers (AM, PM) and Phase II Teachers (AM, PM).
- K-5 Professional Development Dates (scheduled on District Staff Development Days in order to eliminate cost for substitute teachers. <u>August 26, 2010</u> Preview of Fall Term Math Content/Instructional Strategies <u>October 8, 2010</u> Preview of MidYear Term Math Content/Instructional Strategies <u>January 28, 2011</u> Preview of Spring Term Math Content/Instructional Strategies [(3 days PD + 6 co-planning/prep days) x 6 presenters/day x \$2,000/day = \$108,000]

PRINCIPAL Professional Development by Regions

 Provide 2 half-day professional development sessions for Principals in each region [2 half-day sessions/region + 4 half-days planning/session) x 3 regions x \$2,000/day/presenter = \$18,000]

SITE SUPPORT/COACHING SERVICES



(Costs include travel/airfare, car rental, meals and living accommodations 5 days/week)

TEACHER Site Support/Coaching Services

Intensive, sustained coaching support is provided during site support visits by Swun Math Consultants, all experienced classroom teachers. For Year 2 schools, the continuum of coaching support includes lesson modeling, co-teaching/elbow teaching, observations with feedback, grade level team lesson planning, data analysis, instructional strategies, refinement of checking for understanding and differentiation techniques and strategies, and debriefing with teachers and principal. The emphasis for this year will be to refine teachers' knowledge and skills with Phase I and successful transition to Phase II (inquiry lessons).

	School	Year in Swun Math in 2010-11	# of Site Support Half-Day Visits	Cost (\$2,500/day)
1	Horace Mann	5	3 days	\$ 9,000
	(principal's request funded byQEIA)	(self-sustaining)	(1 day/trimester)	
2	Lafayette	4	6	\$ 7,500
3	Howard	3	6	\$ 7,500
4	New Maxwell Park	3	6	\$ 7,500
5	Fruitvale	2	6	\$ 7,500
6	Garfield	2	8	\$ 10,000
7	Global Family	2	6	\$ 7,500
8	Martin Luther King, Jr.	2	6	\$ 7,500

9	Manzanita COMMUNITY	2	6	\$ 7,500
10	Piedmont Ave	2	6	\$ 7,500
11	RISE	2	6	\$ 7,500
12	Sobrante Park	2	6	\$ 7,500
	SUBTOTAL		68 + 6	\$ 94,000

PRINCIPAL Site Support/Coaching Services

Sustained site support is provided to principals and includes walk-throughs, site PD planning, data analysis, re-teaching and intervention strategies and infrastructures, and coaching teachers.

	School	Year in Swun Math in 2010-11	# of Site Support Half-Day Visits	Cost (\$2,500/day)
1	Lakeview	5	3	\$ 3,750
2	Brookfield	4	3	\$ 3,750
3	Lafayette	4	6	\$ 7,500
4	Markham	4	3	\$ 3,750
5	Allendale	3	3	\$ 3,750
6	EnCompass	3	2	\$ 2,500
7	Fred T. Korematsu	3	3	\$ 3,750
8	Howard	3	6	\$ 7,500
9	International Community	3	4	\$ 5,000
10	New Maxwell Park	3	6	\$ 7,500
11	REACH	3	3	\$ 3,750
12	Esperanza	2	3	\$ 3,750
13	Fruitvale	2	6	\$ 7,500
14	Garfield	2	8	\$ 10,000
15	Global Family	2	6	\$ 7,500
16	Martin Luther King, Jr.	2	6	\$ 7,500
17	Manzanita COMMUNITY	2	6	\$ 7,500
18	Piedmont Ave	2	6	\$ 7,500
19	RISE	2	6	\$ 7,500
20	Sobrante Park	2	6	\$ 7,500
22 m 11 1	SUBTOTAL		95	\$ 118,750

BEYOND THE BASIC FACTS intervention materials

Final year of limited free access to, <u>not ownership of</u>, these copyrighted supplemental materials/books that contain pre-planned lessons for all math operations $(+, -, x, \div)$ with whole numbers. The number of printed copies of *Beyond the Basic Facts* © 2002-2009 in OUSD's possession shall not exceed 1,102 copies (total number of OUSD Gr K-7 teachers in 2009-10= 1,049; 1,049 x 105%=1,102). These books provide diagnostic assessments and progress monitoring tools. *Beyond the Basic Facts* is directly connected to the District Math Fluency Assessments supplied by Swun Math, LLC. and is effective for developing students' automaticity with the basic facts – essential skills for success in Algebra.

BEYOND THE BASIC FACTS PARENT WORKSHOPS

6 Parent Workshops (two per region) at elementary or middle schools co-planned/co-presented by Swun Math, LLC. and Swun Math certified Instructional Services Math Coaches or Swun Math Teacher Leaders.

3rd ANNUAL SWUN MATH & OUSD BASIC FACTS COMPETITION

Continuation of Grade 3 to Grades 3, 5, & 6 district-wide events

NO CHARGE

NO CHARGE

NO CHARGE

Appendix B

2010-2011 SWUN MATH, LLC. CONTRACT: EXPECTED OUTCOMES

SWUN MATH TEACHER LEADERS

- 25 Swun Math Teacher Leaders will successfully complete the 18 hours of professional development (9 two-hr sessions) and each will submit records documenting 36 hours of support provided to teachers and administrators at their school.
- Sites with at least 2 trained Swun Math Teacher Leaders will increase school-wide student achievement in math by at least 5% in year 1 and at least 10% in year 2.
- At least 20 (80%) of the Swun Math Teacher Leaders will successfully complete the Swun Math certification process which will qualify them as Swun Math Trainers but limited to OUSD.
- The certification process will verify that <u>Certified Swun Math Teacher Leaders/Trainers can</u> proficiently:

LEVEL I

- Describe the Phase I and Phase II lesson design structures/components and when to best use Phase II
- Model <u>one</u> Beyond the Basic Facts lesson for whole number operations (addition/subtraction)
- Plan and model <u>two</u> Phase I lessons using the Swun Math lesson design structure for two different upper elementary grade levels (Gr 3-5)
- Motivate and support teachers to effectively implement the Swun Math instructional strategies, particularly for monitoring the gradual release of responsibility
- Demonstrate how to generate and scan answer sheets using Edusoft
- Demonstrate how to download, analyze and interpret at least 2 different types of Edusoft data reports

LEVEL II

- Model <u>one</u> Beyond the Basic Facts lesson for whole number operations (multiplication/division)
- Plan and model <u>two</u> Phase I lessons using the Swun Math lesson design structure for two different primary grade levels (Gr K-2)
- Plan and model two Phase II lessons using the Swun Math lesson design structure: one lesson for Grade 3 and another for either Grade 4 or 5
- D Model how to utilize class, team, and student goal setting to support math learning targets
- Develop sample PODs for **one** week of instruction for one primary grade level (K-2)
- Develop sample PODs for <u>one</u> week of instruction for one upper elementary grade level (Gr 3-5)
- Model and explain how to use the pacing guides to explain the mathematics learning progressions and priorities from Kindergarten through Grade 5
- Co-plan/conduct with IS Math Coaches or Swun Math consultants <u>at least two</u> data conference/data inquiry cycle with teachers at the site
- Demonstrate ability to review and align district math assessments with the CA Math Standards and district pacing guides
- Communicate clearly to appropriate persons math instructional concerns that arise at your site

- □ Co-develop site based math professional development with the principal and site Leadership Team
- Co-develop and co-present district Swun Math professional development on the 3 District Staff Development Days (August 26, October 8, January 28) with Swun Math consultants, Swun Math Teacher Leaders and Lead Principals, and district coaches.
- Develop and co-construct learning targets for the Swun Math Elementary Math Teacher Leader and IS Math Coach sessions to become a stakeholder in his/her own learning as well as provide input for the shared responsibility for continued learning of his/her colleagues.

Instructional Services Math Coach

- IS Math Coaches will successfully complete 37 hours of professional development (9 two-hr sessions) and each will submit records documenting the time and type of support provided to teachers at sites
- Sites receiving weekly elementary site support services from an IS Math Coach will increase school-wide student achievement in math by at least 10%.
- At least 80% of all IS Math Coaches will successfully complete the Swun Math Level II certification process which will qualify them as Swun Math Trainers but limited to OUSD.
- The certification process will verify that <u>Certified Swun Math Coaches/Trainers can proficiently</u>: LEVEL I
 - Describe the Phase I and Phase II lesson design structures/components and when to best use Phase II
 - Model <u>one</u> Beyond the Basic Facts lesson for whole number operations (multiplication/division)
 - Plan and model <u>two</u> Phase I lessons using the Swun Math lesson design structure for two different upper elementary grade levels (Gr 3-5)
 - Motivate and support teachers to effectively implement the Swun Math instructional strategies, particularly for monitoring the gradual release of responsibility
 - Demonstrate how to generate and scan answer sheets using Edusoft
 - Demonstrate how to download, analyze and interpret at least 2 different types of Edusoft data reports
 - LEVEL II
 - Model <u>two</u> Beyond the Basic Facts lesson for whole number operations (addition/subtraction and multiplication/division)
 - Plan and model <u>three</u> Phase I lessons using the Swun Math lesson design structure one for each primary grade level for Grades K-2
 - Plan and model <u>three</u> Phase II lessons using the Swun Math lesson design structure one for each upper elementary lesson for Grades 3-5.
 - D Model how to utilize class, team, and student goal setting to support math learning targets
 - Develop sample PODs for <u>2 weeks</u> of instruction for one primary grade level (K-2)
 - Develop sample PODs for <u>2 weeks</u> of instruction for one upper elementary grade level (Gr 3-5)
 - Model and explain how to use the pacing guides to explain the mathematics learning progressions and priorities from Kindergarten through Grade 5
 - Co-plan <u>at least two</u> data conferences/data inquiry cycles with Swun Math Teacher Leaders for site teachers

- D Model how to deconstruct a math standard and to identify the prerequisite skills
- Model how to develop an intervention/re-teaching plan based on student data for one trimester
- Co-plan/co-present one Parent Basic Facts Workshop in partnership with a Swun Math Teacher Leader
- Co-develop and coordinate site based math professional development with the principal, site Leadership Team, RExOs, and other IS Math Coaches.
- Co-develop and co-present district Swun Math professional development on the 3 District Staff Development Days (August 26, October 8, January 28) with Swun Math consultants, Swun Math Teacher Leaders and Lead Principals, and district coaches.
- Develop and co-construct learning targets for the Swun Math Elementary Math Teacher Leader and IS Math Coach sessions to become a stakeholder in your own learning as well as provide input for the shared responsibility for continued learning of your colleagues.

Swun Math Lead Principals

- 6 Swun Math Lead Principals, 2 per region, will each receive 5 hours of individualized consultation/coaching services from the Swun Math Administrative.
- The Swun Math Lead Principals can:
 - Describe the essential actions that must be taken by the principal for every trimester as an instructional leader
 - Support fully the implementation of Swun Math by developing an instructional leadership plan for himself/herself
 - □ Increase math student achievement at their site by 10%
 - Collaborate with and mentor other Swun Math principals to build district and site capacity for sustaining the Swun Math model
 - Identify and design what systems or infrastructures must be in place at the school in order to implement any instructional program well
 - □ Identify resources and explain how he/she will work with resistant teachers to move them to change their practices
 - Develop a plan for improving the instruction of focal teachers that is connected to the evaluation process
 - Implement a communication and progress monitoring system that coordinates complementary learning services for math at the site with the students, teacher, and parent
 - D Model proficiently what gradual release of responsibility should look like
 - Develop schedules that provide protected time for teachers to collaborate in grade level teams/PLCs
 - Dependence of the support for teachers still struggling with implementing Swun Math
 - Design and implement school-wide practices for monitoring and recognizing the learning of each student that goes beyond district benchmarks and CSTs
 - Budget funds for substitutes to cover classes for peer and MTL observations
 - Collaborate with and mentor other Swun Math principals to build district and site capacity for sustaining the Swun Math model

Swun Math Elementary Sites That Will Receive Teacher Site Support Visits and/or Principal Site Support Visits

- For the 21 sites receiving direct support in 2010-11, expected gains in school-wide math student achievement (average increase 10%)
- For the 6 sites that are self-sustaining, new to or continuing with Phase II, and will no longer receive direct support in 2010-11, expected gains in school-wide math achievement (average increase 6-8%)
- For the 8 sites that will no longer receive direct support in 2010-11, expected gains in schoolwide math achievement (average increase 3-5%)

	School	Year in Swun Math in 2010-11	# of Teacher Site Support Half-Day Visits	# of Principal Site Support Half-Day Visits
1	Horace Mann	5	3	
	(principal's request funded by QEIA)	(self-sustaining)		
2	Lakeview	5		3
3	Brookfield	4		3
4	Lafayette	4	6	6
5	Markham	4		3
6	Allendale	3		3
7	EnCompass	3		2
8	Fred T. Korematsu	3		3
9	Howard	3	6	6
10	International Community	3		4
11	New Maxwell Park	3	6	6
12	REACH	3		3
13	Esperanza	2		3
14	Fruitvale	2	6	6
15	Garfield	2	8	8
16	Global Family	2	6	6
17	Martin Luther King, Jr.	2	6	6
18	Manzanita COMMUNITY	2	6	6
19	Piedmont Ave	2	6	6
20	RISE	2	6	6
21	Sobrante Park	2	6	6

Swun Math Elementary Sites Self-Sustaining/Dropped from Direct Support Services But Can Participate in Professional Development (open to all sites: non-Swun and Swun Math schools)

	School	Year in Swun Math in 2010-11 if Continuing	Self-Sustaining With 1 year of Phase II	No Direct Services Due to Budget Cuts and Incomplete/Weak Implementation
1	Bella Vista	5	X	
2	ACORN Woodland	4	x	

3	ASCEND	4		X
4	Hoover	4	New to Phase II	
5	Emerson	3		X
6	Greenleaf	3	New to Phase II	
7	New Highland	3		X
8	Santa Fe	3		X
9	Laurel	2		X
10	Learning without Limits	2		X
11	Manzanita SEED	2	New to Phase II	
12	PLACE	2		X
13	Sankofa	2		X
14	Think College Now	2	New to Phase II	

SUMMARY OF INSURANCE



FOR:	SWUN MATH LLC 6245 ARUBA CT			Prepare	ed: 06-25-2010
	CYPRESS CA 90630 Phone: (310)351-7763		FAX:		
BY:	HOME OFFICE ALANDALE INSURANCE AC	GENCY/PHS	181902		
	Phone:		FAX:		
ACCOUNT POL	ICY RECAP	Policy Number	Eff Date	Exp Date	Premium
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This Summary and its attachments provides a high level overview of policy coverages and does not include all conditions, limitations or exclusions. Please refer to the actual policy forms for detailed coverages, limits and deductibles.



PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2010-2011

	Basic Directions											
Additional directions and related documents are in the School Operations Library (http://intranet.ousd.k12.ca.us) Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.												
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