

Board Office Use: Legislative File Info.	
File ID Number	14-0140
Introduction Date	2/26/2014
Enactment Number	14-0301
Enactment Date	2-26-14



# Memo

To The Board of Education

From Gary Yee, Ph.D., Superintendent <sup>9</sup>  
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date  
 (To be completed by Procurement) 2-26-14

Subject Professional Services Contract -  
 Staff Development for Educators Peterborough NH (contractor, City State)  
950-State & Federal Programs for -720- Oakland Hebrew School (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Staff Development for Educators Peterborough NH. Services to be primarily provided to 950-State & Federal Programs for -720- Oakland Hebrew School for the period of 10/11/2013 through 06/30/2014.

Background OUSD is required by federal law to allow private non-profit schools to participate in the OUSD Title II Part A Program. Schools that choose to participate are provided with "fair and equitable" Title II Part A services after they have complied with program requirements. After consultation with the private school to reach agreement on the type of professional development services to be provided, the OUSD Private Schools Program administers the agreed upon professional development services.

Discussion The consultant will provide professional development services for school site instructional and administrative staff. The consultant will provide ongoing professional development services that will enable teachers to provide a more effective instructional program and improve student academic achievement in curriculum areas of Reading Language Arts, Reading, and/or Mathematics.

Recommendation Ratification of professional services contract between Oakland Unified School District and Staff Development for Educators Peterborough NH. Services to be primarily provided to 950-State & Federal Programs for -720- Oakland Hebrew School for the period of 10/11/2013 through 06/30/2014.

Fiscal Impact Funding resource name (please spell out) Title IIA  
not to exceed \$4,230.00

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

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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

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

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 10/11/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Four Thousand, Two Hundred Thirty Dollars (\$ 4,230.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  - Individual consultants:
    - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
    - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
    - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
  - Agencies or organizations:
    - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A which shall not exceed a total cost of \$ 0.00.
- CONTRACTOR Qualifications / Performance of Services.**

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

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

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

Professional Services Contract

**OUSD Representative:**

Name: Natoya Brice  
Site /Dept.: 950-State & Federal Programs for -720- Oakland Hebrew School  
Address: 1000 Broadway Suite 450  
Oakland, CA 94607  
Phone: 510-879-1037

**CONTRACTOR:**

Name: Staff Development for Educators Peterborough NH  
Title: Account Manager  
Address: P.O. Box 577  
Peterborough NH 94602  
Phone: 877-238-8305

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

**8. Invoicing**

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

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
  - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and a statement that subsequent arrest records have been requested for each person listed.
  - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

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

**10. Insurance:**

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

Check one of the boxes below:

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

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

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

**OR**

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

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

Professional Services Contract

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

Contractor initial: N.S.

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

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

Professional Services Contract

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

Summary of terms and compensation:

Anticipated start date: 10/11/2013 Work shall be completed by: 06/30/2014 Total Fee: \$ 4,230.00

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

[Signature]  
 President, Board of Education  
 Superintendent or Designee  
[Signature]  
 Secretary, Board of Education

10/21/13  
 Date  
2-27-14  
 Date

[Signature]  
 Contractor Signature  
10/9/13  
 Date  
Nancy Seguin, account manager  
 Print Name, Title

File ID Number: 14-0140  
 Introduction Date: 2-26-14  
 Enactment Number: 14-0301  
 Enactment Date: 2-26-14

Search Results

Current Search Terms: Nancy\* seguin\*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.1149.20130801-1829

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



**Oakland Unified School District  
Purchase Requisition Copy**

PURCHASE REQUISITION COPY

**VENDOR ADDRESS:**

STAFF DEVELOPMENT FOR EDUCATORS V023506  
TEN SHARON ROAD  
P O BOX 577  
PETERBOROUGH, NH 03458

ORGANIZATION NAME:  
REQUEST NO.: R0404806  
DATE: 10/03/2013  
EST. DELIVERY DATE: 10/03/2013  
END USE:  
BID NUMBER:  
PO TYPE: CONTRACT

**SHIP TO:**

**CONTACT:**

Item No.	Qty	Units	Description	Org Key	Object	Unit Price	Charges	Tax	Total
0001	1	EA	Ratification of professional services contract between Staff Development for Educators (SDE) and OUSD for Title IIA services provided to Oakland Hebrew Day School- 720 from 09/30/2013 to 6/30/2014 amount not to exceed \$4,230.00 (Four Thousand, Two Hundred Thirty Dollars). The consultant will provide professional development services for school site instructional and administrative staff. The consultant will provide ongoing professional development services that will enable teachers to provide a more effective instructional program and improve student academic achievement in curriculum areas of Reading Language Arts, Reading, and/or Mathematics.	7204851204	5825	4,230.00	0.00	0.00	4,230.00
<b>PURCHASE REQUISITION TOTAL</b>									4,230.00

THIS IS NOT AN AUTHORIZATION TO PROVIDE GOODS OR SERVICES. A VALID (SIGNED) PURCHASE ORDER MUST BE ISSUED BY THE PURCHASING OFFICE TO AUTHORIZE PROVIDING THE LISTED GOODS OR SERVICES

PURCHASE REQUISITION COPY

**EXHIBIT "A" Scope of Work**

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

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

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

The consultant will provide professional development services for school site instructional and administrative staff. The consultant will provide ongoing professional development services that will enable teachers to provide a more effective instructional program and improve student academic achievement in curriculum areas of Reading Language Arts, Reading, and/or Mathematics.

**SCOPE OF WORK**

Staff Development for Educators Peterborough NH will provide a maximum of 6.0 hours of services at a rate of \$ 705 per hour for a total not to exceed \$ 4,230.00. Services are anticipated to begin on 10/11/2013 and end on 06/30/2014.

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

Please See Attached Scope Of Work.

**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.**

Title II, Part A, Teacher and Principal Training and Recruiting is a federal categorical program. The purpose of Title II , Part A is to increase the academic achievement of all students by helping schools and districts improve teacher and principal quality through professional development and other supporting activities. As a result of receiving Title II Part A Program services, the principal and/or teachers on staff at this specific non-profit private school located in Oakland will improve their understanding and application of specific skills that support the implementation of effective instructional strategies and techniques and/or school administration and leadership. The activities and support provided to the teachers and/or principal will result in an improvement of the instructional program at the school. This improvement in the instructional program will enable students to be more fully engaged and successful in school. Students will have improved school attendance which supports gains in performance in core academic areas and successful ongoing completion of successive grade levels which results in graduation from high school.

**3. Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- |                                                                        |                                                                              |
|------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <input type="checkbox"/> Ensure a high quality instructional core      | <input type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input type="checkbox"/> Safe, healthy and supportive schools                |
| <input type="checkbox"/> Create equitable opportunities for learning   | <input type="checkbox"/> Accountable for quality                             |
| <input type="checkbox"/> High quality and effective instruction        | <input type="checkbox"/> Full service community district                     |

**4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: \_\_\_\_\_
  
  - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
    1. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
    2. Meeting announcement for meeting in which the SPSA modification was approved.
    3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
    4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

# Oakland Hebrew Day School

## Staff Development for Educators

### Scope of Work

#### October 1 2013 - Singapore Math Training through SDE

Services will be provided at the rate of \$705 per hour for 6 hours of service not to exceed \$4,230.00.

We are entering our 7<sup>th</sup> year with Singapore Math Curriculum. As we integrate new teachers onto our faculty, we need to maintain fidelity to the Singapore Math Curriculum by providing high quality training. We have two brand-new teachers as well as three relatively new teachers who never received the Singapore intensive training. It is essential for the continuity and quality of our math instruction to maintain a strong level of faculty training in all aspects of Singapore Math.

The Singapore Math trainer will work with both new and experienced teachers for the entire day to ensure that all teachers have a common understanding of the Singapore Math philosophy and methodology.

The training will take place from 8-4 and will include 6-7 teachers.



## Staff Development for Educators

### Qualifications and Background:

Staff Development for Educators (SDE, Inc.) was founded in 1973. SDE has been committed to providing educators across the US and around the world with a variety of services and resources to help make the classroom a positive experience for both students and teachers. SDE provides educators with innovative best practices to enhance teaching and learning. And with our network of top education consultants, researchers, and authors, SDE is focused on helping both teachers and administrators meet the ever increasing demands of their profession. Today, SDE offers teacher-trainings in all fifty States and Canada and has grown into three specialized divisions: Professional Development, Crystal Springs Books, and Customized Training Services.

With over 30 years of experience providing professional development to teachers, Staff Development for Educators is the leading in-service provider in the country. From our very beginning, research-based best practices and leading education experts were considered key components in the development of effective educators.

SDE is a privately owned company that is located in Peterborough, New Hampshire. SDE currently employs 80 people locally in addition to working with hundreds of qualified presenters. SDE is financially sound and stable having an eighteen year history of progressive growth. We have accomplished this through a combination of sound business decisions, stewardship in the community, and a long-term commitment to our employees.

### Our Mission Statement:

**To enhance the quality of children's lives and their education, in the present and for the future, by providing professional development, training resources, support, and encouragement for all educators, parents and communities. This mission will be accomplished in a profitable manner by maintaining and supporting the best organizational systems and personnel available.**

### General Experience:

Each year SDE sponsors more than 2,000 professional development trainings across all fifty States and Canada for grade ranges from PK - 12. Teachers and administrators learn real-world, research-based strategies and practical classroom-proven techniques through our seminars, conferences, on-site staff development services, and on-line learning programs. We remain committed to providing the most up-to-date, researched-based topics presented by over 200 of the nation's top authors and educational experts who know what it means to teach. SDE has successfully partnered with 10 Countries, 50 states, more than 3,500 schools/districts and over 500,000 educators. Contracts for in-service training range from a morning motivational keynote for a large professional development event, to one full day of in-depth training in a specific topic



area, to a multi-day sustained training program to maximize implementation of strategies and best practices learned.

### **Instructional Approach for Professional Development Workshops:**

SDE approaches each professional development workshop with a clear vision of philosophy, mission, and methodology.

#### **Philosophy**

At SDE, we believe that all students can learn when provided with developmentally appropriate instruction. We hold the highest esteem for the teaching profession and recognize that teachers learn best from other teachers.

#### **Mission**

Our mission is to develop long-term partnerships with educators that create meaningful improvement in student attainment, teacher fulfillment, and school success. We aim to fuel the flame that inspires teachers and leads to lifelong achievement

#### **Methodology**

We understand that professional development is a process, so we ensure each training session and/or publication adheres to instructional principles that lead to meaningful connections to the content and sustained application of the new learning.

- All content is *both*
  - based in sound academic theory, AND
  - practically applicable to the classroom
- Educators will always be trained in *both*
  - why a strategy is important, AND
  - how to implement the strategy effectively
- Educators are active participants in their own learning, practicing and applying the strategies to ensure highest level of recall.
- All presenters, materials, and content are relevant to real-world teaching and continuously validated with data.

### **Instructional Areas:**

SDE applies that vision in a variety of instructional areas. Specifically, SDE offers workshops addressing the following areas:

- Core academic subjects: SDE has best-in-class trainings in all core content areas (Math, Reading, Writing, Science, and Social Studies).
- Effective instructional teaching strategies, methods, and skills: SDE focuses heavily on strategy instruction and is the national leader in Professional Development for Singapore Math strategies and Differentiated Instruction.

- **Effective integration of Technology:** SDE has delivered hundreds of successful workshops on how to meaningfully use technology for educational gains. Our approach covers technologies from Interactive Whiteboard to social media to web tools and more, but is always grounded in lesson plans to insure “good teaching” is at the heart of any technology tool.
- **Teaching students with different needs:** SDE was founded upon the principles of Differentiated Instruction, and it remains the most requested workshop topic. SDE offers training in embracing and meeting the needs of all students, including those with disabilities, LEP, and gifted and talented students.
- **Improving student behavior:** SDE offers multiple workshops addressing both the symptomatic and the causal issues of student behavior. With topics ranging from classroom management to intervention strategies to parental involvement, SDE approaches behavior management as a key element of a successful learning environment.
- **Leadership development:** SDE has utmost respect and admiration for the role of principals and superintendents and offers workshops that give real-life tools and techniques for effecting school improvement. Whether the focus is on problem-solving existing issues or thinking outside the box toward instructional paradigm shifts, SDE approaches leadership workshops as a collaborative and success-oriented partnership.
- **Data- and Assessment-driven instruction:** Data-based decision-making is at the heart of every SDE Differentiated Instruction workshop. Offering classroom-tested ideas for formative assessment and non-time-consuming methods for summative assessment, SDE places data and assessment at the center of all instructional decisions.

### **Management Team:**

SDE’s key personnel consist of a management team and a cadre of well-credentialed trainers. All presenters are tested as practitioners and evaluated against both content and presenting standards. Only those with the highest marks in both categories are utilized for SDE training workshops. SDE has dozens of presenters with 10+ years’ experience and long track record of sustained success with individual schools. SDE’s executive team is committed to ongoing professional development for the presenting team, ensuring they are always offering relevant, up-to-date information to best help the schools and teachers they serve.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/20/2013

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

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

PRODUCER Hylant - Columbus 565 Metro Place South, Suite 450 Dublin OH 43017	CONTACT NAME:	
	PHONE (A/C, No., Ext): 614-932-1200	FAX (A/C, No): 614-932-1299
	E-MAIL ADDRESS: columbus_hmi@hylant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Mutual Fire Ins Co	23035
	INSURER B : LM Insurance Corporation	33600
	INSURER C : Continental Casualty Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED HIGHFOR-01  
SDE, Inc.  
10 Sharon Road  
Peterborough NH 03458

COVERAGES CERTIFICATE NUMBER: 1797766399 REVISION NUMBER:

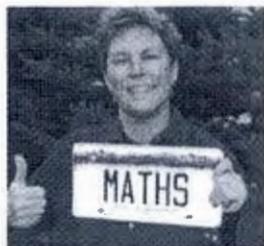
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			TB5Z91461398023	9/1/2013	9/1/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 EBL \$1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp \$1000 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Coll \$1000			AS5Z91461398013	9/1/2013	9/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			TH7Z91461398053	9/1/2013	9/1/2014	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC2Z91461398033	9/1/2013	9/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Media Liability			28728584804	9/1/2013	12/1/2013	Limit 2,000,000 Deductible 100,000

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

The Certificate Holder, SDE, Inc. and its employees including **Cassy Turner** are listed as Additional Insured.

CERTIFICATE HOLDER Oakland Unified School District 900 High Street Oakland CA 94606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Cassy Turner has been "Passionate about Singapore Math" since first encountering it in 2001. An independent math trainer and coach since 2009, Cassy has had the pleasure of introducing Singapore Math to thousands of teachers, administrators and parents in 33 states in the U.S. and also Mexico, Canada, Ghana and Palau. Cassy is a devoted champion of Singapore Math, who loves to work with schools and teachers to make every child in every classroom a competent and confident mathematics student.

## Here's what your colleagues say about Cassandra:

*We launched the 2008-09 school year using Singapore Math and have not looked back. My faculty has ownership of the curriculum and remains passionate about Singapore Math. I attribute much of this enthusiasm to the confidence that Cassy helped instill in them during our training sessions and her willingness to be available by phone or email to answer any questions that came up along the way. I highly recommend Cassandra Turner to any school or school district looking to adopt the Singapore Math program or to give additional training to faculty experienced in the system.*

*Thomas M. Phelps, Elementary Principal, Campbell Hall, North Hollywood, CA*

*Cassy Turner has been affiliated with New Vision Charter School as our Singapore Math consultant for five years. Cassy has exemplary historical knowledge of the Singapore Math curriculum and development from its inception in Singapore to its more recent transition into American schools. She has supported New Vision Charter School in fully implementing our K-8 curriculum through specified staff and community workshops. Currently at NVCS, she is lesson planning with teams of teachers to provide support around math concepts and instructional delivery. This has proven to be invaluable to our Math program as a whole.*

*Sara Vanderheyden, New Vision Charter School*

## PRESENTATION TITLES:

Introduction to Singapore Math (Gr. K-6)  
Grade Level Group Work (Gr. K-6)  
Demonstration Lessons/Singapore Math, (Gr. K-6)  
Teacher Observations and Feedback (Gr. K-6)  
Introducing Parents to Singapore Math (Gr. K-6)

## RESUME:

### EDUCATIONAL BACKGROUND

B.S., Elementary Education, Northern Arizona University Flagstaff, AZ

### PROFESSIONAL EXPERIENCE

Cassandra Turner & Associates LLC, Math Training and Consulting, Fort Collins, CO, 2009-Present

Singapore Math Source.com, Fort Collins, CO 2009-Present

Liberty Common School Board, Fort Collins, CO 2010-Present

SMARTTraining Co-founder, Trainer, Author- Phoenix, AZ 2007-2009

Benchmark School, Phoenix, AZ 2001-2008, Third Grade Teacher, Sixth Grade Intern Teacher, Reading Specialist, Pre-Kindergarten Teacher

## AWARDS & ACHIEVEMENTS:

- Consultant /Trainer for more than 25 North American schools to have implemented Singapore Math
- Host of Singapore Math Source, a website featuring Singapore Math news, information, teacher resources, product reviews and more
- Participant in Math in Singapore 2007, an intensive, week-long program observing mathematics classrooms and learning about mathematics education in Singapore
- Co-author of a 40-hour training Singapore Math training program approved by the California Department of Education
- Elementary School Teacher at Benchmark School, first elementary school in Phoenix to fully adopt Singapore Math

## WORKSHOP DESCRIPTIONS:

### **Introduction to Singapore Math (Gr. K-6)**

In this one to two day introductory training Cassy will share the following:

- The curriculum: Why Singapore math? How can we duplicate Singapore's success when we're so different? What is Singapore Math?
- Many of the strategies that are taught in the curriculum look different than what U.S. teachers are used too, and I find that without understanding the pedagogical basis for them, teachers will go back to teaching mathematical concepts the way they have always taught them.
- The math: We'll cover mental math strategies, manipulatives, interpretations of addition and subtraction, compensation, decomposing numbers, strategies with the four operations and fractions. We'll also bar modeling from beginning to advanced concepts, and include including percentages, ratio and proportion, changing ratios and speed for grades 6 and up.
- What needs to be supplemented, areas where Singapore Math is a bit weak and correlating to state and Common Core Knowledge standards.
- Assessing students. Many schools find that Singapore Math is a good year ahead of what their students have been doing in the public schools. We'll talk about filling gaps and deciding where to start with students.

### **Grade Level Group Work (Gr. K-6)**

Following the introductory training in Singapore Math Cassy will meet with grade level groups for 60-90 minutes and look at the first eight weeks of lessons: what a teacher will need to know, have on hand, lesson structure at the appropriate grade level, etc... These can be done grouped K, 1-2, 3-4, etc., as you will probably find a lot of gaps in student knowledge coming into the program that will need to be filled before starting the appropriate grade level. The hardest part of a successful implementation is the upper elementary students who lack the foundation provided by the 1-3rd grade level content and Cassie will typically spend more time with the 4<sup>th</sup>-6th grade teachers than the K & 1 teachers.

### **Demonstration Lessons/Singapore Math, (Gr. K-6)**

Cassy will do a model lesson with your students while teachers observe specific instructional techniques and strategies being used with their students. These first-hand experiences will help teachers better understand the pacing and structure of a lesson so they will gain the competence and confidence they will need to develop and implement their own lessons. Based on each school's needs, there may be opportunities during the training to also schedule meetings with teachers, math coaches and administrators.

### **Teacher Observations and Feedback (Gr. K-6)**

To ensure success it is important to understand how teachers are carrying out Singapore Math instruction. Using a collaborative, non-evaluative approach, Cassy will observe teachers in their own classroom settings and be able to provide them with meaningful feedback, coaching them for greater success. This coaching is highly effective in equipping teachers with the confidence they need to successfully shift to the Singapore model of teaching mathematics. Observation can also include math coaches, lead math teachers and administrators.

### **Introducing Parents to Singapore Math (Gr. K-6)**

This evening workshop will expose parents to the research behind model drawing and give them a sample of the model drawing progression through the grade levels, from addition and subtraction to ratios and percents! Parents will be actively involved in developing visual representations of word problems as we discuss how this will prepare children for success in algebra and beyond. This parent night can also include number sense, how to meaningfully practice facts with children, showing what is helpful, and what isn't.



**Staff Development for  
EDUCATORS**

*Turning theory into practice.*

10 Sharon Road • PO Box 577 • Peterborough, NH 03458  
603-924-9621 • Fax 603-924-6688 • www.SDE.com

September 23, 2013

Dear Danielle Patterson,

Please accept this letter as verification that **Cassandra Turner**, the SDE representative who will be administering Title II program services at Oakland Hebrew Day School, has passed (negative reading) her TB Test and has successfully cleared our criminal history review process.

Please feel free to contact me if you have any questions.

Sincerely,

Nancy Seguin  
Account Manager – Educational Partnerships  
Staff Development for Educators (SDE)  
877-238-8305  
800-910-4104 - fax

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2013-2014

## Basic Directions

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

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

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

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

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

## Contractor Information

Contractor Name	Staff Development for Educators	Agency's Contact	Nancy Seguin			
OUSD Vendor ID #	V023506	Title	Account Manager			
Street Address	P.O. Box 577	City	Peterborough	State	NH	Zip 03458
Telephone	877-238-8305	Email (required)	nseguin@sde.com			
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

Anticipated start date	10/11/2013	Date work will end	06/30/2014	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 705	Number of Hours (required)	6.0		

## Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
4035	Title IIA	7204851204	5825	\$ 4,230.00
			5825	\$
			5825	\$ 0
<b>Requisition No. (required)</b> R0404806			<b>Total Contract Amount</b>	<b>\$ 4,230.00</b>

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

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

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

1.	Administrator / Manager (Originator)	Name	Natoya Brice	Phone	510-879-1037	
	Site / Department	950-State & Federal Programs for -720- Oakland Hebrew School			Fax	N/A
	Signature				Date Approved	10/18/13
2.	<b>Resource Manager</b> , if using funds managed by: <input checked="" type="checkbox"/> State and Federal Quality, Community, School Development Family, Schools, and Community Partnerships					
	<input checked="" type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature				Date Approved	10/21/13
	Signature (if using multiple restricted resources)					
3.	<b>Regional Executive Officer</b>					
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site <input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
	Signature				Date Approved	10/21/13
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>				Consultant Aggregate Under <input checked="" type="checkbox"/> , Over \$50,000	
	Signature				Date Approved	
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract					
<b>Legal</b> Required if not using standard contract		Approved	Denied - Reason		Date	
<b>Procurement</b>	Date Received	PO Number		P1402747		