gislative File Info.
13-1007
5/22/13
13-0887
5-22-134



Community Schools, Thriving Students

Memo	
То	Board of Education
From	Tony Smith, Ph.D., Superintendent By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action Vernon Hal, Deputy Superintendent, Business & Operations
Board Meeting Date (To be completed by Procurement)	5/22/13
Subject	Professional Services Contract Amendment - 1 Rosalie Doliente Oakland CA (Contractor, City/State) - 950 State & Federal for 731 St. Elizabeth Elementary (site/department)
Action Requested	Ratification by the Governing Board of the amendment to the professional services contract between the District and <u>Rosalie Doliente</u> . Services to be primarily provided to <u>950 State & Federal for 731 St. Elizabeth Eleme</u> for the period of <u>10/15/2012</u> through <u>06/30/2013</u> , in an amount not to exceed $$2,100.00$
Background A one paragraph explanation of why an amendment is needed.	OUSD is required by federal law to allow private non-profit schools to participate in the OUSD Title I Part A Program. Schools that choose to participate are provided with "fair and equitable" Title I Part A services after they have complied with program requirements. After consultation with the private school to reach agreement on the type of instructional support services to be provided, the OUSD Private Schools Program administers the agreed upon Title I Part A Program instructional support services.
Discussion One paragraph summary of the amended scope of work.	The consultant will provide supplemental instructional services for eligible and identified private school students. The consultant will focus on instruction that improves student academic achievement in the focus areas of English Language Arts and / or Mathematics. The instructional program will be implemented in such a way as to include a variety of effective instructional techniques and strategies.
Recommendation	Ratification by the Governing Board of the amendment to the professional services contract between the District and <u>Rosalie Doliente</u> . Services to be primarily provided to <u>950 State & Federal for 731 St. Elizabeth Elem</u> for the period of <u>10/15/2012</u> through <u>06/30/2013</u> , in an amount not to exceed $$2,100.00$
Fiscal Impact	Funding resource name (please spell out)
Attachments	 Contract Amendment Copy of original contract

Board Office Use: Leg	islative File Info.
File ID Number	13-1007
Introduction Date	52213
Enactment Number	13-0887,,
Enactment Date	5-22-134



Community Schools, Thriving Students

AMENDMENT NO. **TO PROFESSIONAL SERVICES CONTRACT**

a	This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Rosalie Doliente</u> (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on , 20, and the parties agree to amend that Agreement as follows:
1.	Services: The scope of work has <u>changed</u> . ONLY the funding source has changed.
C	If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Revised scope of work attached.</u> OR, The CONTRACTOR agrees to provide the following amended services:
2.	Terms (duration): The term of the contract is <u>unchanged</u> .
	If the term has changed: The contract term is extended by an additional(days/weeks/months), and the amended expiration date is
3.	Compensation: The contract price is <u>unchanged</u> .
	If the compensation has changed: The contract price is amended by
	Increase of \$ <u>2,100.00</u> to original contract amount
	Decrease of \$to original contract amount
	and the new contract total isdollars (\$12,285.00)

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

Amendment History: 5.

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

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

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

OAKLAND UNIFIED SCHOOL DISTRIC

President, Board of Education Date

Superintendent or Designee

Certified:

Edger Rakestraw, Jr., Secretary Board of Education

Rev. 6/12 v1

New Reg. No.

P.O. No.

CONTRACTOR

Itractor Signature OSALIE DOLIENTE, INSTRUCTOR

4/26/13

Print Name, Title

P1306228

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.

The consultant will provide supplemental instructional services for eligible and identified private school students. The consultant will focus on instruction that improves student academic achievement in the focus areas of English Language Arts and / or Mathematics. The instructional program will be implemented in such a way as to include a variety of effective instructional techniques and strategies.

SCOPE OF WORK

 Rosalie Doliente
 will provide a maximum of 60.00
 hours of services at a rate of \$35.00
 per hour for a

 total not to exceed \$______
 Services are anticipated to begin on 10/15/2012
 and end on 06/30/2013
 .

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

See Attached

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 I, Part A provides supplementary instruction through a third-party contractor to students who are educationally dis advantaged and failing or are most at risk of failing to meet high academic standards, and who live in areas of high poverty. As result of receiving Tile I part A Program services, students attending this specific non-profit private school located in Oakland will improve their academic achievement as measured by the designated assessment instrument in the instructional area in which they received individual tutoring and/or small group supplemental support. The individualized supplemental support provided will result in a gain of academic skills by the targeted students and enable them to be more fully engaged and successful in school. These students will have improved school attendance which supports gain i performance in core academic areas and successful on going 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:

(
Ensure a high quality instructional core	Prepare students for success in college and careers
Develop social, emotional and physical health	Safe, healthy and supportive schools
Create equitable opportunities for learning	Accountable for quality
High quality and effective instruction	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.

Scope of Work AMENDMENT #1 2012-2013

Contractor Name:Rosalie DolienteSchool Name:St. Elizabeth Elementary

Title I Primary Grade Assessment and Instruction Consultant, part-time

- Will develop and implement a systematic procedure for receiving records regarding identified students.
- Will serve through consultation and conferences with the regular classroom teacher.
- Will serve through consultation and conferences with the Title I instructional
- Technology Consultant to assist in participation in computer-assisted instruction and alternate learning modality program.
- Will participate in a T- I instructional program.
- Will establish channels of communication between .school staff and their counterparts (including teachers and staff) carrying student development programs, as appropriate, to facilitate coordination of programs.
- Will conduct meetings involving parents, elementary teachers, to discuss the developmental and other needs of identified students.
- Will organize and participate in joint transition-related training of school staff, where appropriate, and other student development programs.
- Will link the educational services provided by local educational agency with the services provided to identified students and families.

Ms. Rosalie Doliente's contract is for 97 days, at 3 hours a day, at a salary of \$35.00 an hour. The total of this will be \$10,185.00.

MODIFICATION: The consultant will provide an additional 60.0 hours of service at the rate of \$35.00 per hour for a new contract total not to exceed \$12,285.00

Search Results

Current Search Terms: rosalie* doliente*

No records found for current search.

SAM | System for Award Management 1.0



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

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CORD CERTIFICA	ATE OF LIAE	BILITY IN	SURA	NCE		(MM/DD/YYY) 17/2012
THIS CERTIFICATE IS ISSUED AS A MATTER O CERTIFICATE DOES NOT AFFIRMATIVELY OR BELOW. THIS CERTIFICATE OF INSURANCE D REPRESENTATIVE OR PRODUCER, AND THE CEI	NEGATIVELY AMEND, E	EXTEND OR ALTE	R THE CO	VERAGE AFFORDED	BY THE	E POLICIE
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certificate holder in lieu of such endorsement(s). ODUCER 0726293 1-415	-546-9300	CONTACT				
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Community Schools, Thrining Students PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

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	nt, Board of	Educatio	n Signature	on the legal con	tract		Date	Approved	74	113		
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Rev. 5/2012 v1



THIS FORM IS NOT A CONTRACT





AMENDMENT ROUTING FORM

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. ____

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lf you are p	lanning to n	nulti-fun	d a contract using LEI	P funds, plea	se con	tact the Sta	ate and Fed	-		mpleting requis	ition.
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Site Administr	ator or Ma	ager	Name Mildree	d Otis			Phone	879103	2	Fax	
1. Site / Departme	ent	5	950 State & Fe	ederal for 73	31 St.	Elizabeth	Elementa	iry	11-	0.0	
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3.	recutive OI	iicer	TAHA	1			Date Appro	wed	ula	11/2	
Signature Deputy Superi	intendent la	nstructi	onal Leadership / De	eputy Superi	ntend				Consultant Aga	regate Under	Over [\$50,000
4. Signature			V Y				Date Appro	1	, 00		
	nt or Board	of Edu	cation Signature on	the legal cont	tract						
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Rev. 6/12 v1	202	b	THIS	S FORM IS I	NOT	A CONTR	ACT				

File ID Number	13-0504
Introduction Date	21713
Enactment Number	13-0570
Enactment Date	3/21/3 2

Memo



Community Schools, Thriving Students

The Board of Education To Tony Smith, Ph.D., Superintendent From By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action Vernon Hal, Deputy Superintendent, Business & Operations **Board Meeting Date** (To be completed by Procurement) Subject Professional Services Contract -Rosalie Doliente Oakland (contractor, City State) 731-St. Elizabeth Elementary/ 950 (site/department) **Action Requested** Ratification of a professional services contract between Oakland Unified School District and Rosalie Dollente . Services to be primarily provided to 731-St. Elizabeth Elementary/ 950 for the period of through 06/30/2013 10/15/2012 Background OUSD is required by federal law to allow private non-profit schools to participate in the OUSD Title ! A one paragraph A Programs. Schools that choose to participate are provided with "fair and equitable" Title I Part A explanation of why services after they have complied with program requirements. After consultation with the private the consultant's school to reach agreement on the type of instructional support services to be provided, the OUSD Private Schools Program administers the agreed upon Title I Part A Program instructional support services are needed. services. Discussion A professional services contract between Oakland Unified School District and Rosalie Doliente One paragraph (Oakland, CA) for the latter to provide 291 hours of services. The consultant will provide summary of the supplemental instructional services for eligible and and identified private school students. The scope of work. consultant will focus on instruction that improves student academic achievement in the focus areas of English Language Arts and/ or Mathematics, for the period of October 15, 2012 through June 30, 2013, in the amount not to exceed \$10,185,00, Recommendation Ratification of professional services contract between Oakland Unified School District and Rosalie Doliente . Services to be primarily provided to 731-St. Elizabeth Elementary/ 950 for the period of 10/15/2012 _____ through 06/30/2013 **Fiscal Impact** Funding resource name (please spell out) Title IA not to exceed \$ 10,185,00 Attachments Professional Services Contract including scope of work . Fingerprint/Background Check Certification . Commercial General Liability Insurance Certification . TB screening documentation Statement of qualifications

www.ousd.k12.ca.us

File ID Number	13-0504
Introduction Date	213713
Enactment Number	12-0070
Enactment Date	2/27/13



PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and <u>Rosalie Doliente</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.
- Terms: CONTRACTOR shall commence work on <u>10/15/2012</u>, 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 06/30/2013
- Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed ten thousand one hundred eighty five Dollars (\$10,185.00). 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:

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.

- 5. Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: <u>NA</u> which shall not exceed a total cost of \$_____.
- 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.

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

Rev. 4/11/12 v1

R0305992

Page 1 of 6

Öfessional Services Contract OUSD Representative:	CONTRACTOR:		
Name: Mildred Otis	Name: Rosalie Doliente		
Site /Dept.: 731 - St. Elizabeth Elementary / 950 - S & F Complia	Title: Instructor		
Address: 1025 - 2nd Ave, Room 112	Address: 1724 - 235th Avenue		
Oakland, CA	Oakland	CA	94601
Phone: (510) 273-0487	Phone: (510) 896-9171		

Notice shall be effective when received if personally served or, if malled, 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.

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

10. Insurance:

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

Check one of the boxes below:

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

OR

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

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- 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 hamless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold 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 gualifications, 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:
 - Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and 1. each of their performance.
 - 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

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- 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.
- 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: 10/15/2012

Work shall be completed by: 06/30/2013

Date

Total Fee: \$ 10,185.00

NIFIED SCHOOL DISTRICT OAKLAND

President, Bgard of Education

Gertifled: Lati

Edgar Rakestraw, Jr., Secretary Board of Education

CONTRACTOR

Signature Contractor

Date

Rosalie Doliente Print Name, Title Instructor

File ID Number: 1-Introduction Date: Enactment Number: Enactment Date: By: Do

Page 4 of 6

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.

The consultant will provide supplemental Instructional services for eligible and identified private school students. The consultant will focus on instruction that improves student academic achievement in the focus areas of English Language Arts and / or Mathematics. The instructional program will be implemented in such a way as to include a variety of effective instructional techniques and strategies.

SCOPE OF WORK

 Rosalie Doliente
 will provide a maximum of 291.00
 hours of services at a rate of \$35.00
 per hour for a

 total not to exceed \$10,185.00
 Services are anticipated to begin on 10/15/2012
 and end on 06/30/2013

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

See Exhibit A. Scope of work attached!

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 I, Part A provides supplementary instruction through a third-party contractor to students who are educationally dis advantaged and failing or are most at risk of failing to meet high academic standards, and who live in areas of high poverty. As result of receiving Tile I part A Program services, students attending this specific non-profit private school located in Oakland will improve their academic achievement as measured by the designated assessment instrument in the instructional area in which they received Individual tutoring and/or small group supplemental support. The individualized supplemental support provided will result in a gain of academic skills by the targeted students and enable them to be more fully engaged and successful in school. These students will have improved school attendance which supports gain i performance in core academic areas and successful on going 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.)	
	TT Fraue a high quality instructional para	C Property students for success in college and earned

 Ensure a high quality instructional core 	Prepare students for success in college and careers
Develop social, emotional and physical health	Safe, healthy and supportive schools
Create equitable opportunities for learning	Accountable for quality
High quality and effective instruction	Full service community district

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St. Elizabeth Elementary School

Scope of Work OUSD Title I Consultants 2012-2013

Rosalie Doliente: Title I Primary Grade Assessment and Instruction Consultant, part time

- Will develop and implement a systematic procedure for receiving records regarding identified students.
- Will serve through consultation and conferences with the regular classroom teacher.
- Will serve through consultation and conferences with the Title I instructional Technology Consultant to assist in participation in computer-assisted instruction and alternate learning modality program.
- Will participate in a T- I instructional program.
- Will establish channels of communication between school staff and their counterparts (including teachers and staff) carrying student development programs, as appropriate, to facilitate coordination of programs.
- Will conduct meetings involving parents, elementary teachers, to discuss the developmental and other needs of identified students.
- Will organize and participate in joint transition-related training of school staff, where appropriate, and other student development programs.
- Will link the educational services provided by local educational agency with the services provided to identified students and families.

Ms. Rosalie Doliente's contract is for 97 days, at 3 hours a day, at a salary of \$ 35.00 an hour. The total of this will be \$ 10,185.

•••

- 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.

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Community Schools, Thrining Students PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

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