

Board Office Use: Legislative File Info.	
File ID Number	13-1032
Introduction Date	5/22/13
Enactment Number	13-0856
Enactment Date	5/22/13



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To The 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)

Subject Professional Services Contract -
 Reading Partners Oakland CA (contractor, City State)
 International Community School (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and Reading Partners. Services to be primarily provided to International Community School for the period of 8/27/12 through 6/13/13.

Background
A one paragraph explanation of why the consultant's services are needed.

International Community School is a public school in Oakland Unified School District that serves 250 students in grades K-5. International Community School has many students at each grade level who need additional reading support, which is why International Community School has enlisted the support of Reading Partners. Reading Partners is a national non-profit whose mission is to "help children become lifelong readers by empowering communities to provide individualized instruction with measurable results." On average, 88% of students in Reading Partners accelerate their rate of learning, and students gain, on average, 1.6 months of reading skills for every one month in the program.

Discussion
One paragraph summary of the scope of work.

A professional services contract between Oakland Unified School District and Reading Partners (Oakland, CA) for the latter to provide a tutoring program at International Community School from approximately 9:00pm-5pm, Monday through Thursday for the period of August 27th, 2012 through June 13th, 2013 in an amount not to exceed \$5,000. In collaboration with school leadership and school teaching staff Reading Partners will identify students based on school intervention planning needs. Reading Partners will place a full time Site Coordinator for school site to allow for strong coordination and communication between Reading Partners program and school staff. This Site Coordinator will be supported by a Program Manager, an experienced educator who manages a portfolio of approximately five school sites. Reading Partners will recruit, hire, and train tutors to work with identified students.

Recommendation Approval of professional services contract between Oakland Unified School District and Reading Partners. Services to be primarily provided to International Community School for the period of 8/27/12 through 6/13/13.

Fiscal Impact Funding resource name (please spell out) EIA/LEP
 not to exceed \$5,000

- 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 2012-2013

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

1. **Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 8/27/12, 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 6/13/13.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Five Thousand Only Dollars (\$5,000). 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: _____ 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.

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

Professional Services Contract
OUSD Representative:

Name: Monica Guzman
Site /Dept.: International Community School
Address: 2825 International Blvd
Oakland, CA
Phone: 510-532-5400

CONTRACTOR:

Name: Desiree Barahona
Title: Regional Executive Director
Address: 106 Linden Street, Suite 202
Oakland CA 94607
Phone: 510-444-9800

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

8. Invoicing

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

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

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

10. Insurance:

1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
 - 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 with the distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.

17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:

1. **Tuberculosis Screening**

2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial:

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

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:

1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

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

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

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 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: 8/27/12 Work shall be completed by: 6/13/13 Total Fee: \$5,000

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

[Signature]
Secretary, Board of Education

5/23/13
Date

5/23/13
Date

CONTRACTOR

[Signature]
Contractor Signature

4/24/13
Date

Desiree Barahona Regional Executive Director
Print Name, Title

File ID Number: 13-1032
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By: [Signature]

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.

A professional services contract between Oakland Unified School District and Reading Partners (Oakland, CA) for the latter to provide a tutoring program at International Community School from approximately 9:00pm-5pm, Monday through Thursday for the period of August 27th, 2012 through June 13th, 2013 in an amount not to exceed \$5,000. In collaboration with school leadership and school teaching staff Reading Partners will identify students based on school intervention planning needs. Reading Partners will place a full time Site Coordinator for school site to allow for strong coordination and communication between Reading Partners program and school staff. This Site Coordinator will be supported by a Program Manager, an experienced educator who manages a portfolio of approximately five school sites. Reading Partners will recruit, hire, and train tutors to work with identified students. Specific literacy goals targeted include, but are not limited to, the following: reading fluency; decoding strategies; comprehension strategies; oral language development (English Language proficiency); vocabulary; focus and attention; motivation, attitude, and/or behavior. Individual student goals are specified on each student's Instructional Reading Plan.

SCOPE OF WORK

Reading Partners _____ will provide a maximum of 1152 hours of services at a rate of \$4.34 per hour for a total not to exceed \$5,000. Services are anticipated to begin on 8/27/12 and end on 6/13/13.

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.

- Reading Partners will operate a tutoring program at ICS from approximately 9am-5pm, Monday - Thursday.
- In collaboration with school leadership and school teaching staff identify students based on school intervention planning needs: Work with school to provide one-to-one tutoring services for K-5 students; Enrollment of students will begin on a rolling basis with tutoring starting in late September through end of school year; Create and support individual student reading plans for each student enrolled in program (with feedback from school leadership and classroom teachers); Provide 45 minute tutoring sessions – two times per week utilizing structured curriculum-based materials – to a minimum of 35 students for the period of time that the student is enrolled.
- Place full time Site Coordinator for school site to allow for strong coordination and communication between Reading Partners program and school staff: RP staff will have at least 4 check-ins per program year with school staff to discuss student progress and areas of focus for students; Reading Partners will provide progress reports, student work and student assessment results.
- Specific literacy goals targeted include, but are not limited to, the following: reading fluency; decoding strategies; comprehension strategies; oral language development (English Language proficiency); vocabulary; focus and attention; motivation, attitude, and/or behavior. Individual student goals are specified on each student's Instructional Reading Plan.
- Recruit, hire, and train tutors to work with identified students: Perform ongoing observation and feedback to tutors to ensure high-quality delivery of services; provide necessary curriculum and materials for tutors.

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.

- Goal for students reading six months to one year below grade level: students will be able to read at grade level by the end of the year.
- Goal for students reading one to two and a half years below grade level: students will increase their reading levels by one grade level.
- Students will accelerate their rate of learning and will increase their rate of reading development, as measured by the Rigby PM Benchmark (independent level).
- Students will demonstrate increased self-confidence related to reading, as measured by teacher and student surveys.

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

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

Reading Partners- Scope of Work

Reading Partners will operate a tutoring program at International Community School from approximately 9am-5pm, Monday through Thursday.

- In collaboration with school leadership and school teaching staff identify students based on school intervention planning needs.
 - Work with school to provide one-to-one tutoring services for K-5 students.
 - Enrollment of students will begin on a rolling basis with tutoring starting in late September through end of school year.
 - Create and support individual student reading plans for each student enrolled in program (with feedback from school leadership and classroom teachers).
 - Provide 45 minute tutoring sessions – two times per week utilizing structured curriculum-based materials – to a minimum of 40 students for the period of time that the student is enrolled.
- Place full time Site Coordinator for school site to allow for strong coordination and communication between Reading Partners program and school staff.
 - RP staff will have at least 4 check-ins per program year with school staff to discuss student progress and areas of focus for students.
 - Reading Partners will provide progress reports, student work and student assessment results.
- Recruit, hire, and train tutors to work with identified students.
 - Perform ongoing observation and feedback to tutors to ensure high-quality delivery of services.
 - Provide necessary curriculum and materials for tutors.
- Target Literacy Goals
 - Specific literacy goals targeted include, but are not limited to, the following: reading fluency; decoding strategies; comprehension strategies; oral language development (English Language proficiency); vocabulary; focus and attention; motivation, attitude, and/or behavior. Individual student goals are specified on each student's Instructional Reading Plan.

Reading Partners Statement of Qualifications

Overview:

At each of its partner school sites, Reading Partners is given a dedicated space within the school. The organization recruits, trains and deploys community volunteers who work one-on-one with students who have fallen behind in reading. Volunteers tutor students through a 'pull-out' model that operates in cooperation with the afterschool lead agency, utilizing a highly structured and research-validated curriculum that builds reading skills. The operations of each Reading Center is overseen by a Site Coordinator, a full-time staff member dedicated to each school location. This allows for communications with school staff during the school day. Reading Partners volunteers, who commit to a minimum of one hour per week, receive ongoing training to support their work with students. All tutors are required to complete courses through Reading Partners' Online Training Library, and take part in a shadow session before they begin tutoring. Advanced training workshops are offered throughout the year so that tutors who are already familiar with the curriculum can gain deeper understanding of working with children who are struggling with reading.

Content Area Qualifications:

Reading Partners provides support services in the area of English Language Arts, specifically in Reading.

Curriculum aligned with OUSD content and instruction and California State Standards:

The Reading Partners curriculum is designed to align with the California state standards for English and Language Arts, grades K-5. Each lesson focuses on a specific reading skill that clearly connects to the state academic content standards (i.e. long vowels or compare and contrast). Furthermore, the lesson plans address multiple domains of literacy development, including reading fluency, reading comprehension, phonics, vocabulary, written and oral English language conventions. The curriculum and lessons are also flexible enough to be responsive to the school or classroom's pacing calendar for teaching reading.

Instruction individualized to meet each student's needs:

All instruction is specifically tailored to meet the individual needs of students. At the start of each year, Site Coordinators work with teachers, school staff and parents to gather as much background information about students as possible, including reading level, learning styles, past successes and challenges. At that point, our staff members develop an Individualized Reading Plan (IRP) for each student to ensure that expectations are realistic and challenging for the students. This plan is shared with teachers, school staff, parents and tutors who work with the child.

Depending on how the students scores on the latest school-based assessment, the latest state standardized testing data and the Reading Partners internal assessment, the student will be placed into the Reading Partners curriculum, which has a total of 148 different levels. This way, tutors can ensure that the areas covered for that student are exactly what that student needs, and that the materials are skill-appropriate.

Reading Partners specifically works at schools that have high populations of EL students. In 2008-09, 58% of students in the program were ELs. These students performed just as well in the program as non-EL students – 87% of these students accelerated their rate of learning after entering the program, and 76% were closer to grade level at the end of the year compared to when they entered the program. For all students in the program, these numbers were 87% and 77%, respectively. Reading Partners works incredibly well with EL students.

Behavior Policies:

In all cases, Reading Partners always defers to school and district policy around behavior intervention. We respect that every campus has its own culture and as we want to integrate seamlessly as part of the campus community, we want to ensure that we are enforcing the same behavior policy as what is being done in the classroom.

That said, student behavior is an important element of ensuring that students are focused and ready to learn. Reading Partners promotes positive reinforcement and believes that because students are seen in a one-on-one environment, each student is able to be given a great deal of individual attention. If negative behavior characteristics emerge, tutors are trained on how to redirect and get students back on track to make sessions as productive as possible. Normally, most students are very engaged with the learning that goes on during sessions.

Assessment and Accountability:

Student progress will be measured both quantitatively and qualitatively. The primary method of measuring student achievement will be the Rigby Ultra PM Benchmark assessment tool. Reading Partners has used this assessment as the primary means of tracking progress since the 2007-08 school year. This assessment was selected as it provides benchmark assessments for each student, is not overly-cumbersome to administer, can be administered multiple times during the same school year and also provides a good amount of supplementary information to inform staff about students, in addition to just the final assessment score.

Reading Partners also administers surveys to parents and teachers over the course of the year to analyze their assessment of student progress. Although these surveys are obviously not research-tested, we believe they help paint the picture of how well the student is doing.

Additionally, Reading Partners began collecting CST-ELA scores in 2008-09 school year. While the data is still rudimentary at this point, going forward Reading Partners expects to rely heavily on CST scores as a basis for how students are progressing.

Assessment Alignment with California State Content Standards:

Although CST testing results are used as an end measure of success and cannot provide progress monitoring, Reading Partners shows that 39% of students who participated in the program in 2009-10 improved their CST ELA score by at least one categorical level. STAR data was used as an additional measure of program effectiveness, Reading Partners anticipates relying very heavily on this data going forward to justify program effectiveness, so relationships with LEAs around testing data will need to continue to be strong, which Reading Partners

anticipates happening.

Communication:

At the start of each school year, Site Coordinators work with teachers, school staff and parents to gather as much background information about students as possible, including reading level, learning styles, past successes and challenges. At that point, our staff members develop an Individualized Reading Plan (IRP) for each student to ensure that expectations are realistic and challenging for the students. This plan is shared with teachers, school staff, parents and tutors who work with the child.

3 times a year, school teachers and staff members are surveyed about their observations of student progress. Reading Partners staff members will meet one-on-one with teachers to review progress and to strategize in order to ensure that students significantly improve their literacy skills. If appropriate and welcomed by teachers, Reading Partners staff are also available to provide feedback and participate in parent-teacher conferences.

Communications and collaboration with school staff and parents is an incredibly important part of the Reading Partners program. Surveys from principals and school staff consistently score Reading Partners communications as excellent. Reading Partners realizes that we are just one small, supplemental piece to the puzzle for student progress, and that in order for students to achieve their full potential, all interested parties need to be able to work together.

Attendance:

Student attendance is monitored on a daily and weekly basis. If there are students who miss more than 1 session, a phone call is made to parents to determine the reason for the student missing his or her session and to confirm that the scheduled day and time for tutoring still works. If not, an adjustment to the student's schedule can be made to better accommodate his or her schedule to ensure that students are able to receive as much tutoring as possible while in the program. Attendance will be reported on a regular basis to the school and SES office, but if students begin to habitually miss sessions, a conference may be requested to ensure that students are receiving the maximum benefit from the program by attending more.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/21/2013

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 BARNEY & BARNEY, LLC CA License: 0C03950 1999 Harrison Suite 1230 Oakland CA 94612	CONTACT NAME: Yelena Delaquize PHONE (A/C No. Ext): (510) 273-8888 FAX (A/C No.): (510) 273-8867 E-MAIL ADDRESS: yelena.delaquize@barneyandbarney.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Ins. Co</td> <td>18058</td> </tr> <tr> <td>INSURER B: CastlePoint National Ins. Co.</td> <td>40134</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Ins. Co	18058	INSURER B: CastlePoint National Ins. Co.	40134	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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COVERAGES CERTIFICATE NUMBER: 12-13/GL/AL/Umb/WC (CA/TX) 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		X	PHPK909808	8/17/2012	8/17/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PHPK909808	8/17/2012	8/17/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			PHUB393871	8/17/2012	8/17/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCPBC1142112	3/15/2012	3/15/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Oakland Unified School District (OUSD) is included as additional insured with respect to operations of or work performed by the named insured per written contract/agreement.

CERTIFICATE HOLDER Oakland Unified School District 900 High Street Oakland, CA 94601	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 A Perez-Reyes/YEL

READING PARTNERS

DUNS: 806237264 CAGE Code: 65NK7

Status: Active

**528 Valley Way
Milpitas, CA, 95035-4106 ,
UNITED STATES**

Entity Overview

Entity Information

DUNS: 806237264

Name: READING PARTNERS

Business Type: Business or Organization

POC Name: None Specified

Registration Status: Active

Expiration Date:12/05/2013

Exclusions

Active Exclusion Records? No

APR 26 2013

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

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

- For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.epls.gov/epls/search.do>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
- 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) MONICA.GUZMAN@OUSD

Contractor Information

Contractor Name	Reading Partners	Agency's Contact	Desiree Perez Barahona		
OUSD Vendor ID #	i004962	Title	Regional Executive Director		
Street Address	106 Linden Street, Suite 202	City	Oakland	State	CA Zip 94607
Telephone	510-444-9800	Email (required)	desiree.barahona@readingpartners.org		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input 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	8/27/12	Date work will end	6/13/13	Other Expenses	\$
Pay Rate Per Hour (required)	\$4.34	Number of Hours (required)	1152		

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
7091	EIA/LEP	1867091101	5825	\$5,000
			5825	\$
			5825	\$
Requisition No. (required) R0314358			Total Contract Amount	\$5,000

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	Monica Guzman	Phone	510-532-5400
	Site / Department	International Community School		Fax	510-532-5464
	Signature			Date Approved	4/24/13
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	4/26/13
3.	Regional Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
4.	Signature			Date Approved	5/8/13
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved	Denied - Reason	Date	
Procurement	Date Received	PO Number			

Requisition No