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| Board Office Use: Legislative File Info. | |
| File ID Number | 11-2455 |
| Introduction Date | 10-17-11 |
| Enactment Number | 11-2252 |
| Enactment Date | 10-26-11 <i>gh</i> |



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) 10-26-11

Subject Professional Services Contract -
The Buddy System San Francisco CA. (contractor, City State)
922/ Family Schools & Community Partnerships (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and The Buddy System. Services to be primarily provided to 922/ Family Schools & Community Partnership for the period of 09/15/2011 through 06/30/2012.

Background
A one paragraph explanation of why the consultant's services are needed.
 The Buddy System has provided small group instruction and one on one tutoring for foster youth in OUSD for 3 years. California Title 1 part D funds are allocated for "(1)improving educational services for children in local state institutions for neglected & delinquent youth so that they have the opportunity to meet the same challenging state academic content and state student achievement standards that all children in the state are expected to meet." The Buddy system helps fill this requirement with pre & post educational testing, with continued support at the homes

Discussion
One paragraph summary of the scope of work.
 The Buddy System will be responsible providing tutoring through out the year in group homes, foster homes, and homeless shelters. They will supervise all tutors at respective sites and be responsible for providing pre and post data for all students that are serviced. This will help OUSD in fulfilling CPM guidelines for 10-11 state reporting Title 1 Part D. The tutoring also will help transitional youth in keeping up with academic standards and expectation set by OUSD.

Recommendation Ratification of professional services contract between Oakland Unified School District and The Buddy System. Services to be primarily provided to 922/ Family Schools & Community Partnership for the period of 09/15/2011 through 06/30/2012.

Fiscal Impact Funding resource name (please spell out) ARRA T1
Delinquent not to exceed \$50000

- 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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PROFESSIONAL SERVICES CONTRACT 2011-2012

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

- Services:** CONTRACTOR shall provide the services described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").
- Terms:** CONTRACTOR shall commence work on 09/15/2011, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/30/2012.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Fifty Thousand Dollars Dollars (\$50000). 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.

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

OUSD Representative:

Name: Lydell Willis
 Site /Dept.: 922/ Family Schools & Community Partnerships
 Address: 2111 International Blvd.
Oakland, CA 94606
 Phone: 510-434-7752

CONTRACTOR:

Name: The Buddy System
 Title: Abbie Ritchie Director of Buddy System
 Address: 760 Market St.
San Francisco CA. 94102
 Phone: 4156934300

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 and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 1. **Tuberculosis Screening**
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: AR

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

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

Professional Services Contract

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

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

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

Summary of terms and compensation:

Anticipated start date: 9/15/2011 Work shall be completed by: 6/30/12 Total Fee: \$ (50,000)

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature]

- President, Board of Education
- Superintendent or Designee

[Signature]
Secretary, Board of Education

10/27/11
Date

CONTRACTOR

[Signature]
Contractor Signature

8/31/11
Date

Abbie Richie, Exec Director
Print Name, Title

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

The Buddy System will be responsible providing tutoring through out the year in group homes, foster homes, and homeless shelters. They will supervise all tutors at respective sites and be responsible for providing pre and post data for all students that are serviced. This will help OUSD in fulfilling CPM guidelines for 10-11 state reporting Title 1 Part D. The tutoring also will help transitional youth in keeping up with academic standards and expectation set by OUSD.

SCOPE OF WORK

The Buddy System _____ will provide a maximum of 833 hours of services at a rate of \$50 per hour for a total not to exceed \$50000. Services are anticipated to begin on 09/15/2011 and end on 06/30/2012.

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.

The Buddy System will be responsible providing tutoring thorough out the year in group homes, foster homes, & homeless shelters. They will supervise all tutors at respective sites and be responsible for providing pre and post data for all students that are serviced. This will help OUSD in fulfilling CPM guidelines for 09-10 state reporting Title 1 Part D. The tutoring also will help transitional youth in keeping up with academic standards and expectation set by OUSD. The planned outcome for this contract is to 1.) provide quality tutoring services for some of OUSD's most fragile student population. 2.) Provide pre & post educational testing for all students served by the buddy system for CPM standards. 3.) Work with the student's school cite to ensure tutoring matches school curriculum and OUSD's district goals.

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. 1.) Foster youth graduate at a lower rate than normat students in California, having tutoring services for foster youth at their place of residency will aallow them to have the same access to sevices that other students have who are not constrained to time restrictions set by homes and social services, therefore improving grades and graduation results. Improving grades and outcomes for foster youth allows them to have access to other services that are available to them via social services, and in secondary education. Students will have improved grades, test scores, and attendance for the school year. Which more important leads the youth to reuniting with familes and improved stability in their current placements.

3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:

(Check all that apply.)

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

- [Overview of the Company](#)
- [Press Coverage](#)
- [Our Management Team](#)

Overview of the Company

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Since 1989 we have been educating students, families and professionals with our tailored, on-site programs. With offices in San Francisco, Los Angeles, Orange County, Phoenix and San Diego, we are one of the leading educational consulting firms in California.

The Buddy System specializes in custom tailored educational programs. From homework help, to corporate training to parenting skills, we assess each situation individually, then prescribe the right approach and create a results-focused, customized program. We take an active interest in each of our clients.

In 1996 we acquired The Academy of English, a San Francisco corporate training firm, to expand our personalized programs to the workplace. And in December 1997, due to the exponential growth of TBS, Inc. in the Bay Area, the Los Angeles and San Diego branches were launched.

For fifteen years we have helped thousands maximize their educational journeys. Our success is centered around one core value: We believe we can make a difference and dedicate ourselves to expanding that difference with our personalized programs.

Today, we continue to fulfill our mission of dedication to making a difference by reaching students, families and professionals throughout California and beyond.

Press Coverage

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The Buddy System has been featured on cable TV (BAY TV), local radio (KQED, Family Talk; KOIT FM, Positive Parenting; KFRC, Goss & Garrett show) national radio (KPIX, Working Mom on the Run) and network television (NBC, Weekend Daybreak) because our programs and practical strategies for helping children are recognized for their effectiveness.

The Buddy System has developed the "PARENT AS ADVOCATE" program (a non-profit seminar to schools and corporations) and "EIGHT WAYS TO BETTER GRADES", each of which has been published several times in the Bay Area. We are currently in the process of publishing two books, a handbook for parents and a study skills guide.



Our Management Team

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Kim Hartley: Executive Director



Kim Hartley
Executive Director

Kim Hartley has served as the Executive Director of The Buddy System Educational Services since 1989. She specializes in working with families and creating programs that suit their particular needs. She also oversees the development of corporate training programs and company marketing.

Kim strives to develop personal relationships with her contacts and to provide a friendly, efficient service focused on long-term results. Her passion for academic excellence has spawned a multi-faceted business designed to improve the quality of education our students receive.

Kim has been touted in the community as, "The most well-connected woman in town." While Kim enjoys a compliment, she feels that her reputation is only as strong as her last achievement and strives to expand her reach through careful and thoughtful planning.

Kim received her BA from UCLA in 1989 and continued her professional development at UC Berkeley in such areas as College Guidance Counseling and Tutoring for Students with Learning Differences.

Abbie Richie: Executive Director



Abbie Richie
Executive Director

Abbie Richie has served on the management team of The Buddy System Educational Services since 1997. She specializes in consulting with parents and teachers while offering solutions for the student's particular needs. She consults on a variety of educational topics such as college counseling, home schooling, and test preparation. Most of all, Abbie is passionate about providing parents with a cohesive experience and assuring all parties (teacher, tutor and student) are working together toward success.

She has BA from Emerson College, Boston and is currently pursuing her MA ED.

Lisa Rubel: Office Administrator



Lisa Rubel
Office Administrator

Lisa Rubel serves as Office Administrator for Buddy System, managing all the day-to-day challenges of running a busy and bustling office. Since 2003, she has handled all aspects of tutor services, client needs and supporting Kim and Abbie when possible. Lisa has a BA from University of Hartford in Communications, and is only a few credits shy of her MA in Special Education. She is a great addition to our team and we could not do it without her!



Our Scholastic Services - A Lasting Foundation

The Buddy System Scholastic Services provides the lasting foundation that students will rely on throughout their educational careers!

- [Why do our programs succeed?](#)
- [What We Do: An Overview of the Buddy System Process](#)

Our tailored programs, advice and experience help maximize your student's educational journey. Our scholastic services include:

- [Scholastic Tutoring](#)
- [Standardized Test Prep](#)
- [Tutoring for Students with Learning Differences](#)
- [Independent Study](#)
- [School Placement](#)
- [Home Schooling](#)
- [Summer Enrichment](#)

Other services offered by The Buddy System include [Teacher Placements](#), [Corporate Training](#) and [Educational Outreach](#).

Scholastic Tutoring

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We offer tutoring in all subjects, for all students K-12. Our one-on-one in-home personalized programs are tailored to help your child gain confidence and passion for academics. Our energetic and experienced tutors and directors work closely with the student's teachers to provide overall support for the best possible service. We help your child develop positive study skills that will last throughout his/her school years.

Subjects range from phonics to physics - here are some of our most popular topics:

- ENGLISH - Grammar, Literature & Essays
- MATH - Basic Math, Algebra, Calculus, etc.
- SCIENCE - Biology, Chemistry, Physics, etc.
- STUDY & ORGANIZATIONAL SKILLS - Custom Courses
- TIME MANAGEMENT SKILLS
- SPANISH & FRENCH - other languages available
- HISTORY, MUSIC & COMPUTERS - keyboarding and software skills
- READ FASTER, READ BETTER - Reading Course for Kids grades 4-12
- ESL - English as a Second Language, TOEFL Prep Courses
- PSAT, SAT, ACT, CHSPE, HSPT, SSAT, ISEE, ERB

Why do our programs succeed?

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- **We Work One-On-One**
Our energetic tutors work individually with your student.
- **We Come to Your Home or School**

Or any location that is convenient for you and the tutor.

Overall Support

Our directors work with teachers, schools and parents to rally support for the student from all sides

Motivation & Skill Building

We build positive study skills that motivate students to approach challenges and tackle obstacles

What We Do: An Overview of the Buddy System Process

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Our Directors work with you and:

- Meet with your student and tailor remedial or scholastic tutorial programs to their needs
- Consult with you to design & execute tutorial programs for your student
- Coordinate efforts of teachers and family to maximize progress
- Are available for client meetings, monthly progress meetings and routine follow up
- Provide valuable resources, referrals, assistance

Our Qualified Tutors:

- Work with your children to detect, monitor and improve learning patterns
- Range from college graduates to specialized teachers with advanced degrees
- Are pre-screened and compensated directly by The Buddy System
- Serve the Greater Bay Area, Los Angeles, Orange County and San Diego County as well as Maricopa County in AZ.

Tutoring Fees:

- Billed monthly
- Based on complexity of need and difficulty of subject matter

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[independent study](#) | [school placement](#) | [home schooling](#) | [summer enrichment](#)
[other services](#) | [subjects](#) | [contact us](#)

BUDDY SYSTEM

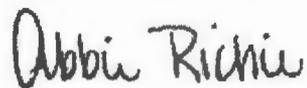
MAKING A DIFFERENCE SINCE 1989

September 2, 2011

To Whom it May Concern:

The Buddy System tutors are TB tested and referenced checked.
They are cleared to work with children.

Sincerely,



Abbie Richie
Executive Director

EPLS

Excluded Parties List System



Search - Current Exclusions

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As of 13-Sep-2011 4:06 PM EDT
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SACS » querybyresource » resourcelist » pcadetail

SACS Query

PCA/Resource Detail

| | |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SACS Resource Code: | 3026 |
| SACS Title: | NCLB: ARRA Title I, Part D, Local Delinquent Programs |
| Friendly Title: | NCLB: ARRA Title I, Part D, Local Delinquent Programs |
| SACS Revenue Object Code: | 8290 |
| PCA Number: | 15009 |
| PCA Title: | ARRA TITLE I PART D FF |
| CFDA Number: | 84.389 |
| Deferred Revenue/Ending Fund Balance: | D |
| Allowable Indirect Cost Rate | LEA Approved Rate |
| Program Unit: | POLICY & PROGRAM COORDINATION |
| Program Contact: | JEFF BRESHEARS 916-319-0946 |
| Fiscal Unit: | SCHOOL FISCAL SERVICES DIVISION |
| Fiscal Contact: | LESLIE SHARP 916-323-4977 LSHARP@CDE.CA.GOV |
| Comment on PCA: | The American Recovery and Reinvestment Act (ARRA) of 2009 appropriated one-time federal funds for Title I. These funds, including the first 50 percent that is appropriated pursuant to the Budget Act of 2008 (2008-09), are available for obligation by LEAs, subject to carryover limitation in Section 1127 of the ESEA, from February 17, 2009 through September 30, 2011. |
| Enabling Legislation: | |
| Education Code: | |
| Budget Act: | |
| For use in Districts: | Yes |
| For use in COEs: | Yes |
| For use in JPAs: | No |
| First Effective Year: | 2008 |
| Last Effective Year: | |
| Date Created: | 4/29/2009 9:51:00 AM |
| Last Modification: | 4/13/2010 2:34:59 PM |

Notes:

- D = Deferred Revenue F = Ending Fund Balance
- NA = Not Applicable
- V = Various

[Federal CFDA Website](#) (Outside Source)

Linda Love

From: Susana Ramirez
Sent: Thursday, September 15, 2011 5:10 PM
To: Lydell Willis
Cc: Linda Love; Laura Sibley
Subject: The Buddy System Contract
Attachments: The Buddy System Contract.9.15.11.pdf

Hello Lydell,

The contract attached has been rejected. The funds for resource code 3026 on the contract attached have carryover limitation through September 30, 2011. Funds must be obligated and services rendered by September 30, 2011, but the contract runs through June 30, 2012. If you have any further questions, please feel free to call me at 879-8334.

Thank you.

Susana Ramirez, Director
Oakland Unified School District
State & Federal Compliance, Adm. 315
1025 Second Ave., Oakland CA 94606
Phone: 510-879-8095 Fax: 510-879-8098
Susana.Ramirez@ousd.k12.ca.us

Community Schools, Thriving Students

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PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

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.

1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
2. Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
4. OUSD contract originator creates the requisition.
5. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
- For individual consultants: Proof of negative tuberculosis status within past 4 years
- 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

OUSD Staff Contact *Emails about this contract should be sent to:* lydell.willis@ousd.k12.ca.us

Contractor Information

| | | | | | | | |
|--------------------|--|---------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------|--|-----------------------|-----------|
| Contractor Name | | The Buddy System | | Agency's Contact | | Abbie Ritchie | |
| OUSD Vendor ID # | | I003912 | | Title | | Director | |
| Street Address | | 760 Market St. | | City | | San Francisco | State CA. |
| Telephone | | 4156934300 | | Email | | abbie@buddysystem.com | |
| 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 | 09/15/2011 | Date work will end | 06/30/2012 | Other Expenses | |
| Pay Rate Per Hour (required) | \$50 | Number of Hours | 833 | Total Contract Amount | \$50000 |

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 |
|------------|---------------|------------|-------------|----------|
| 3026 | ARRAT1 | 9221205210 | 5825 | \$11,000 |
| 3010 | Delinquent | 9224750204 | 5825 | \$39,000 |
| | | | 5825 | \$ |

| | | | |
|-----------------|----------|-----------------------|---------|
| Requisition No. | Ro200911 | Total Contract Amount | \$50000 |
|-----------------|----------|-----------------------|---------|

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 | Lydell Willis | Phone | 510-434-7752 |
| | Site / Department | | 922/ Family Schools & Community Partnerships | Fax | 510 | |
| Signature | | | Date Approved | | | |
| 2. | Resource Manager, if using funds managed by: <input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs | | | | | |
| | <input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA) | | | | | |
| | Signature | | | Date Approved | | 9/22/11 |
| Signature (if using multiple res.) | | | Date Approved | | | |
| 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 | | | | | |
| Signature | | | Date Approved | | | |
| 4. | Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations | | | | <input type="checkbox"/> Consultant Aggregate Under \$50,000 | |
| | Signature | | | Date Approved | | |
| 5. Superintendent, Board of Education <i>Signature on the legal contract</i> | | | | | | |
| Legal Required if not using standard contract | | Approved | | Denied - Reason | | Date |
| Procurement | | Date Received | | PO Number | | P1201994 |

Requisition No

1315