

| Board Office Use: Legislative File Info. |         |
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| File ID Number                           | 14-0228 |
| Introduction Date                        | 3/26/14 |
| Enactment Number                         | 14-0496 |
| Enactment Date                           | 3-26-14 |



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education  
Gary Yee Ed.D., Superintendent

**From** By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date** 3-26-14  
(To be completed by  
Procurement)

**Subject** Professional Services Contract Amendment - 1  
Strategies of Success of Firebau Firebaugh CA (Contractor, City/State) -  
Programs for Exceptional Children (site/department)

**Action Requested** Approval by the Governing Board of the amendment to the professional services contract between the District and Strategies of Success of Firebaugh, CA. Services to be primarily provided to Programs for Exceptional Children for the period of 7/1/13 through 11/01/2013, in an amount not to exceed \$68,750.00.

**Background**  
*A one paragraph explanation of why an amendment is needed.*

With the departure of the Executive Director and other critical positions in the Special Education program in the Spring of 2013, there is an urgent need to have assistance in the gathering of information and development of the Special Education Framework and Strategic Plan. There continues to be needed assistance in the transition of the new Associate Superintendent and other critical positions, as well as the implementation of the SPED Strategic Work Plan and Framework.

**Discussion**  
*One paragraph summary of the amended scope of work.*

Contractor will provide technical support including evaluating special education student records, special education program/service reviews, and training of special education staff regarding compliance policies and procedures.

**Recommendation** Approval by the Governing Board of the amendment to the professional services contract between the District and Strategies of Success of Firebaugh, CA. Services to be primarily provided to Programs for Exceptional Children for the period of 7/1/13 through 11/01/2013, in an amount not to exceed \$68,750.00.

**Fiscal Impact** Funding resource name (please spell out) Special Ed  
not to exceed \$ 68,750.00

**Attachments**

- Contract Amendment
- Copy of original contract

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OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

**AMENDMENT NO. 1**  
**TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Strategies of Success of Firebaugh (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on July 1, 2013, and the parties agree to amend that Agreement as follows:

|  |  |
|--|--|
| <b>1. Services:</b> <input type="checkbox"/> The scope of work has <u>changed</u> . <input type="checkbox"/> ONLY the funding source has changed.<br><b>If the scope of work has changed:</b> Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.<br><input type="checkbox"/> <u>Revised scope of work attached.</u> OR, The CONTRACTOR agrees to provide the following amended services:  |  |
| <b>2. Terms (duration):</b> <input type="checkbox"/> The term of the contract is <u>unchanged</u> . <input type="checkbox"/> The term of the contract has <u>changed</u> .<br><b>If the term has changed:</b> The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____.  |  |
| <b>3. Compensation:</b> <input type="checkbox"/> The contract price is <u>unchanged</u> . <input checked="" type="checkbox"/> The contract price has <u>changed</u> .<br><b>If the compensation has changed:</b> The contract price is amended by<br><input checked="" type="checkbox"/> Increase of \$ <u>68,750.00</u> to original contract amount<br><input type="checkbox"/> Decrease of \$ _____ to original contract amount<br>and the new contract total is <u>One hundred forty seven thousand, one hundred fifty dollars (\$147,150.00)</u> |  |

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

**5. Amendment History:**

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

☐ President, Board of Education  
☒ Superintendent or Designee

Gary Yee, Secretary, Board of Education

2/14/14  
Date

3-27-14  
Date

CONTRACTOR

Contractor Signature

Date

Print Name, Title

Dr. Kathryn Catania  
President, Strategies of Success



**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.

Gather information, review, provide analysis and recommendations for the Special Education program and SELPA. Review and provide recommendations for accountability procedures processes, to include data analysis and systems and review for federal and state compliance. Provide assistance in the process and analysis for development of the SPED Strategic Plan and Framework, including the technical assistance with monitoring programs with identified priority areas. Provide professional development and coaching of effective leadership and organizational behavior. Provide technical assistance to monitor and review Response to Intervention systems and procedures.

**SCOPE OF WORK**

Strategies of Success of Firebaugh, CA will provide a maximum of \_\_\_\_\_ hours of services at a rate of \$\_\_\_\_\_ per hour for a total not to exceed \$\_\_\_\_\_. Services are anticipated to begin on 7/1/13 and end on 11/01/2013.

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

Gather information, review, provide analysis and recommendations for the Special Education program and SELPA. Review and provide recommendations for accountability procedures processes, to include data analysis and systems and review for federal and state compliance. Provide assistance in the process and analysis for development of the SPED Strategic Plan and Framework, including the technical assistance with monitoring programs with identified priority areas. Provide professional development and coaching of effective leadership and organizational behavior. Provide technical assistance to monitor and review Response to Intervention systems and procedures. Review of special education programs to include mental health programs, non-public school placements, non-public agency agreements and programs for severely handicapped. The review will include staffing, curriculum, program placement, compliance structures. Assist in preparation of materials for Board meeting presentations and professional learning for special education administration and staff. Provide technical assistance in resource and personnel allocations as well as budget development and oversight protocols. The hourly rate includes travel and materials needed to perform the services described above.

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.

Development and implementation of a work plan to address the multiple challenges identified in the Programs for Exceptional Children Department in OUSD. As a result of the work the number of non-compliant special education issues will be reduced, PEC staff will be trained to more effectively identify students with special needs and place them appropriately in OUSD programs, special education programs will be more clearly defined with research based strategies, structures and curriculum to successfully meet the IEP goals and objective of placed students, increased collaboration and connectivity with general education will increase the graduation rate of special education students, expenditures of special education resources will clearly defined, transparent and closely monitored to ensure quality program and services to all OUSD special education students. Integrating the work to ensure that the needs of identified special education students and the programs/services that support their educational success are integrated into OUSD District Strategic Plan with connectivity and collaboration with all district partners a focus of work.

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 type="checkbox"/> Safe, healthy and supportive schools                           |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning   | <input type="checkbox"/> Accountable for quality  |
| <input checked="" type="checkbox"/> High quality and effective instruction        | <input checked="" type="checkbox"/> Full service community district                     |



|  |           |
|--|-----------|
| Board Office Use: Legislative File Info. |           |
| File ID Number:                          | 13-2437   |
| Introduction Date:                       | 1/06/2013 |
| Enactment Number:                        | 13-2433   |
| Enactment Date:                          | 11-20-13  |



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

## Memo

**To:** Board of Education

**From:** GARY YEE, EdD, ACTING SUPERINTENDENT; By: GARY YEE, Deputy Superintendent

**Board Meeting Date:** 11/20/2013

**Subject:** Professional Service Contract

**Contractor:** Strategies of Success of Firebaugh, CA

**Services for:** 975-PROGRAMS FOR EXCEPTIONAL

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and Strategies of Success, Firebaugh, CA, for the latter to provide: Gather information, review, provide analysis and recommendations for the Special Education program and SELPA. Review and provide recommendations for accountability procedures processes, to include data analysis and systems and review for federal and state compliance. Provide assistance in the process and analysis for development of the SPED Strategic Plan and Framework, including the technical assistance with monitoring programs with identified priority areas. Provide professional development and coaching of effective leadership and organizational behavior. Provide technical assistance to monitor and review Response to Intervention systems and procedures for the period of 07/01/2013 through 12/30/2013 in an amount not to exceed \$78,400.00.

### Background:

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

With the departure of the Executive Director and other critical positions in the Special Education program in the Spring of 2013, there is an urgent need to have assistance in the gathering of information and development of the Special Education Framework and Strategic Plan. There continues to be needed assistance in the transition of the new Associate Superintendent and other critical positions, as well as the implementation of the SPED Strategic Work Plan and Framework.

### Discussion:

(QUANTIFY what is being purchased.)

Gather information, review, provide analysis and recommendations for the Special Education program and SELPA. Review and provide recommendations for accountability procedures processes, to include data analysis and systems and review for federal and state compliance. Provide assistance in the process and analysis for development of the SPED Strategic Plan and Framework, including the technical assistance with monitoring programs with identified priority areas. Provide professional development and coaching of effective leadership and organizational behavior. Provide technical assistance to monitor and review Response to Intervention systems and procedures

|   |            |
|---|------------|
| Board Office Use: <b>Legislative File Info.</b> |            |
| File ID Number                                  | 13-2437    |
| Introduction Date                               | 11/06/2013 |
| Enactment Number                                | 13-2433    |
| Enactment Date                                  | 11-20-13   |



OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

Strategies of Success

This Agreement is entered into between \_\_\_\_\_ (CONTRACTOR) and Oakland Unified School District (OUSD). 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" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 07/01/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than 12/30/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Seventy eight thousand four hundred Dollars (\$78,400.00) [per fiscal year], at an hourly billing rate not to exceed \_\_\_\_\_ per hour. 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: No Reimbursements

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after 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.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: NONE which shall not exceed a total cost of \$0.00.
- CONTRACTOR Qualifications / Performance of Services:**

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

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

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- 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: SHEILAGH ANDUJAR  
Site /Dept.: 975-PROGRAMS FOR EXCEPTIONAL  
Address: 2850 West Street  
Oakland, CA 94608  
Phone: 510-874-3700

**CONTRACTOR:**

Name: Catania Kathryn  
Title: CEO  
Address: 11088 RD 5 1/2  
Firebaugh, CA 93622  
Phone: 559-246-8146

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.

8. **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.

9. **Insurance:**

1. 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.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, 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, 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.



13. **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 controlled substances, alcohol or tobacco on these sites.
14. **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.
15. **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.
16. **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.
17. **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.
18. **Conduct of CONTRACTOR:** CONTRACTOR will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, which include:
  1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
  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 contact with OUSD pupils in providing services to the District under this Agreement.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **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.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors:** OUSD may evaluate 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).
21. **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.
22. **Confidentiality:** 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



Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

23. **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.

24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/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/eplsearch.do>)
25. **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.
26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
27. **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.
28. **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.
29. **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.
30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD'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.

OAKLAND UNIFIED SCHOOL DISTRICT

GARY YEE

10/08/2013

- ☐ President, Board of Education  
☒ Superintendent or Designee

Date

Secretary, Board of Education

Date

11-21-13

CONTRACTOR

Catania Kathryn

10/08/2013

Contractor eSignature

Date

Catania Kathryn, CEO

Print Name, Title

File ID Number: 13-2437  
 Introduction Date: 11-20-13  
 Enactment Number: 13-2433  
 Enactment Date: 11-20-13  
 By:



## EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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.

Gather information, review, provide analysis and recommendations for all Special Education program and SELPA. Review and provide recommendations for the accountability procedures and processes, to include data analysis and systems review for federal and state compliance. Provide assistance in the process and analysis for development of the SPED Strategic Plan and Framework, including the technical assistance with monitoring programs with identified priority areas. Provide professional development and coaching of effective leadership and organizational behavior. Provide technical assistance to monitor and review Response to Intervention systems and procedures. Review of special education programs to include mental health programs, non-public school placements, non-public agency agreements and programs for severely handicapped. The review will include staffing, curriculum, program placement, compliance structures. Assist in preparation of materials for Board meeting presentations and professional learning for special education administration and staff. Provide technical assistance in resource and personnel allocations as well as budget development and oversight protocols. The hourly rate includes travel and materials needed to perform the services described above.



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.

Development and implementation of a work plan to address the multiple challenges identified in the Programs for Exceptional Children Department in OUSD. As a result of the is work the number of non-compliant special education issues will be reduced, PEC staff will be trained to more effectively identify students with special needs and place them appropriately in OUSD programs, special education programs will be more clearly defined with research based strategies, structures and curriculum to successfully meet the IEP goals and objectives of placed students, increased collaboration and connectivity with general education will increase the graduation rate of special education students, expenditures of special education resources will clearly defined, transparent and closely monitored to ensure quality program and services to all OUSD special education students. Integrating the work to ensure that the needs of identified special education students and the programs/services that support their educational success are integrated into OUSD District Strategic Plan with connectivity and collaboration with all district partners a focus of the work.

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 type="checkbox"/> Safe, healthy and supportive schools                           |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning   | <input 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 Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- ☐ **Action Item included in Board Approved CSSSP:** (no additional documentation required)

– Item Number(s): Not Applicable  
No Restricted Funds

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

1. Relevant page of CSSSP 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 CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.



**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.

Gather information, review, provide analysis and recommendations for the Special Education program and SELPA. Review and provide recommendations for accountability procedures processes, to include data analysis and systems and review for federal and state compliance. Provide assistance in the process and analysis for development of the SPED Strategic Plan and Framework, including the technical assistance with monitoring programs with identified priority areas. Provide professional development and coaching of effective leadership and organizational behavior. Provide technical assistance to monitor and review Response to Intervention systems and procedures.

**SCOPE OF WORK**

Strategies of Success of Firebaugh, CA \_\_\_\_\_ will provide a maximum of \_\_\_\_\_ hours of services at a rate of \$\_\_\_\_\_ per hour for a total not to exceed \$\_\_\_\_\_. Services are anticipated to begin on 7/1/13 and end on 11/01/2013.

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

Gather information, review, provide analysis and recommendations for the Special Education program and SELPA. Review and provide recommendations for accountability procedures processes, to include data analysis and systems and review for federal and state compliance. Provide assistance in the process and analysis for development of the SPED Strategic Plan and Framework, including the technical assistance with monitoring programs with identified priority areas. Provide professional development and coaching of effective leadership and organizational behavior. Provide technical assistance to monitor and review Response to Intervention systems and procedures. Review of special education programs to include mental health programs, non-public school placements, non-public agency agreements and programs for severely handicapped. The review will include staffing, curriculum, program placement, compliance structures. Assist in preparation of materials for Board meeting presentations and professional learning for special education administration and staff. Provide technical assistance in resource and personnel allocations as well as budget development and oversight protocols. The hourly rate includes travel and materials needed to perform the services described above.

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.

Development and implementation of a work plan to address the multiple challenges identified in the Programs for Exceptional Children Department in OUSD. As a result of the work the number of non-compliant special education issues will be reduced, PEC staff will be trained to more effectively identify students with special needs and place them appropriately in OUSD programs, special education programs will be more clearly defined with research based strategies, structures and curriculum to successfully meet the IEP goals and objective of placed students, increased collaboration and connectivity with general education will increase the graduation rate of special education students, expenditures of special education resources will clearly defined, transparent and closely monitored to ensure quality program and services to all OUSD special education students. Integrating the work to ensure that the needs of identified special education students and the programs/services that support their educational success are integrated into OUSD District Strategic Plan with connectivity and collaboration with all district partners a focus of work.

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 type="checkbox"/> Safe, healthy and supportive schools                           |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning   | <input 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.
-

**Oakland Unified School District**

Signature

Dr. Gary Yee or Designee

Printed Name

Superintendent

Title

Date

**Strategies of Success**

Signature

Dr. Kathryn Catania

Printed Name

President

Title

Date





# AMENDMENT ROUTING FORM

2013-2014

## PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1

### Directions

**Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.**

- Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work has changed. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**
- OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

**When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.**

### Attachment Checklist

- ☒ Contract amendment packet including Board Memo and Amendment Form  
☐ Amended Scope of work (Be specific as to what additional work is being done by this consultant.)  
☒ A Board Approved copy of the original contract and any prior Amendments.

OUSD Staff Contact Emails about this contract should be sent to: (Required)

### Contractor Information

|                  |  |                  |                     |       |    |     |       |
|------------------|--|------------------|---------------------|-------|----|-----|-------|
| Contractor Name  | Strategies of Success of Firebaugh, CA | Agency's Contact | Dr. Kathryn Catania |       |    |     |       |
| OUSD Vendor ID # | I006061                                | Title            | President           |       |    |     |       |
| Street Address   | 11088 Rd., 5 1/2                       | City             | Firebaugh           | State | CA | Zip | 93622 |
| Telephone        | (559) 246-8146                         | Email            | kitcatania@aol.com  |       |    |     |       |

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

|                              |               |                            |          |          |            |
|------------------------------|---------------|----------------------------|----------|----------|------------|
| Original Contract Amount     | \$ 78,400.00  | Original PO Number         | P1402315 |          |            |
| Amended Amount               | \$ 68,750.00  | New Requisition #          | R0402507 |          |            |
| New Total Contract Amount    | \$ 147,150.00 | Start Date                 | 7/1/13   | End Date | 11/01/2013 |
| Pay Rate Per Hour (Required) |               | Number of Hours (Required) |          |          |            |

### 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       |
|------------|---------------|------------|-------------|--------------|
| 0000       | Special ED    | 9035000201 | 5825        | \$ 68,750.00 |
|            |               |            | 5825        | \$           |
|            |               |            | 5825        | \$           |

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

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

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

|  |  |                                   |                |           |                 |               |        |
|--|--|-----------------------------------|----------------|-----------|-----------------|---------------|--------|
| 1.   | <b>Site Administrator or Manager</b>   | Name                              | Olivia Mandilk | Phone     | 5108743706      | Fax           |        |
|  | Site / Department  | Programs for Exceptional Children |                |           |                 |               |        |
|  | Signature  |                                   |                |           |                 | Date Approved | 2.4.14 |
| 2.   | <b>Resource Manager</b> , 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 |                                   |                |           |                 |               |        |
|  | Signature  |                                   |                |           |                 | Date Approved |        |
|  | Signature  |                                   |                |           |                 | Date Approved |        |
| 3.   | <b>Regional or Executive Officer</b>   |                                   |                |           |                 |               |        |
|  | Signature  | Sheela Anand                      |                |           |                 | Date Approved | 2/4/14 |
| 4.   | <b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000                                       |                                   |                |           |                 |               |        |
|  | Signature  | Maria V. Santos                   |                |           |                 | Date Approved | 2-2-14 |
| 5.   | <b>Superintendent or Board of Education</b> Signature on the legal contract  |                                   |                |           |                 |               |        |
| <b>Legal</b> Required if not using standard contract |  | Approved                          |                |           | Denied - Reason | Date          |        |
| <b>Procurement</b>                                   | Date Received  |                                   |                | PO Number |                 |               |        |

