

Board Office Use: Legislative File Info.	
File ID Number	12-2505
Introduction Date	10-24-12
Enactment Number	12-2647
Enactment Date	10/24/12



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To The Board of Education

From Tony Smith, Ph.D., Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by Procurement) _____

Subject Professional Services Contract -
Ann Martin Center Piedmont CA (contractor, City State)
Programs for Exceptional Children (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Ann Martin Center. Services to be primarily provided to Programs for Exceptional Children for the period of 07/01/2012 through 06/30/2013.

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

Ann Martin Center, Piedmont, CA is a 501(c) non-profit community clinic that provides treatment services and teasing services, psychological testing and education testing to youth and adults, will provide educational therapy services for OUSD students.

Discussion
One paragraph summary of the scope of work.

A contract for services between OUSD and Ann Martin Center, Piedmont, CA to work with OUSD students, in all necessary academic areas to augment their school program. Educational Therapists will work with OUSD students in organization, study skills, English, mathematics, history, science, reading comprehension, writing, research papers and all subject matter work as it is assigned for the period of 7/1/2012 through 6/30/13 in an amount not to exceed \$10,000.00

Recommendation Ratification of professional services contract between Oakland Unified School District and Ann Martin Center. Services to be primarily provided to Programs for Exceptional Children for the period of 07/01/2012 through 06/30/2013.

Fiscal Impact Funding resource name (please spell out) Special Ed not to exceed \$10,000.00

Attachments

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

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OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

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

1. **Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 07/01/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed ten thousand & 00/100 Dollars (\$10,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

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

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

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

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

Professional Services Contract

OUSD Representative:

Name: John Rusk
Site /Dept.: Programs for Exceptional Children
Address: 2850 West Street
Oakland, CA 94608
Phone: (510) 874-3764

CONTRACTOR:

Name: Betty Peterson
Title: Learning Director
Address: 1250 Grand Avenue
Piedmont CA 94610
Phone: (510) 655-7880

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:

BRP
8/28/12

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: BSP

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

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

Professional Services Contract

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

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

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplsearch.do>)

Summary of terms and compensation:

Anticipated start date: 07/01/2012 Work shall be completed by: 06/30/2013 Total Fee: \$ 10,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Maria Santos

9-26-2012

Betty Peterson

8-28-12

President, Board of Education

Date

Contractor Signature

Date

Superintendent or Designee

Certified:

Edgar Rakestraw, Jr.

10/25/12

Betty Peterson
Print Name, Title

Learning Director

Secretary, Board of Education,
Edgar Rakestraw, Jr., Secretary
Board of Education

Date

LEGISLATIVE FILE

File ID No. 10-2505

Introduction Date 10/24/12

Enactment No. 10-2547

Enactment Date 10/24/12

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

A contract for services between OUSD and Ann Martin Center, Piedmont, CA to work with OUSD students, in all necessary academic areas to augment their school program. Educational Therapists will work with OUSD students in organization, study skills, English, mathematics, history, science, reading comprehension, writing, research papers and all subject matter work as it is assigned for the period of 7/1/2012 through 6/30/13 in an amount not to exceed \$10,000.00

SCOPE OF WORK

Ann Martin Center will provide a maximum of 153.85 hours of services at a rate of \$ 65.00 per hour for a total not to exceed \$10,000.00. Services are anticipated to begin on 07/01/2012 and end on 06/30/2013.

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

Educational Therapists will work with OUSD students in organization, study skills, English, mathematics, history, science, reading comprehension, writing, research papers and all subject matter work as it is assigned.

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.**

Sessions will be provided each week with an Ann Martin Center educational therapist. Progress will be measured ongoing through diagnostic and prescriptive teaching, as well through IEP goals and objectives.

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

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

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

Please select:

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

Learning Program Staff Bios

Updated: 9/20/2010

Meryl Corwin Udell, MS

Masters degree in teaching reading/language arts, lifetime multiple subject teaching credential, ESL credential. Works with all ages elementary through adult learners, language arts, math, study skills. Trained in Lindamood-Bell method.

Joan Fierer, MS

Masters degree in counseling, Educational Therapist certification. Specializes in reading and writing, K - 12th. Trained in Lindamood-Bell method.

Andrea Hop, MEd

Masters degree with Specialist Reading Credential. Lifetime elementary teaching credential. Specializes in teaching reading and writing all ages.

Ed Purcell

Educational Therapist certification, ET/P, multiple subjects teaching credential K - 8. Works with K - 12th, all subjects, specializing in math and science. Fluent in Spanish.

Diane Robb, MEd

Masters of Education, mild/moderate teaching credential (in process), lifetime multiple subject teaching credential. Works with all ages reading, writing, math and study skills.

Linda Ruiz, MEd

Masters degree and mild/moderate teaching credential in autism (in process), teaching credentials - multiple subject and bi-lingual. Works with all ages, specializing in reading and writing elementary through adult learners and math K - 5th. Fluent in Spanish.

Mike Talkovsky, MEd

Masters degree, Educational Therapist certification. Works with all ages K - 12th, reading, writing, study skills and math through upper level.

Shawn Usha, MA

Masters degree in Educational Technology, Teaching credentials in adult education, Educational Therapist credential, ET/P. Works with all ages, K - adult, all subjects including upper math and sciences, executive functioning and study skills. Shawn is also the Educational Assessment Program Coordinator and tester at AMC.

Nancy Yates, MEd

Masters degree, Reading/Language Arts Specialist Credential, Multiple subjects teaching credential, clear. Works with K - 12th, specializing in reading, writing and math through 5th

Betty Peterson, MEd, Learning Program Director

Masters degree in Special Education, Educational Therapist certification, ET/P, Teaching credential in Adult Education and Parent Training. Directs all aspects of learning program and oversees Educational Assessment Program.



ABOUT ANN MARTIN CENTER

Ann Martin Center is an East Bay nonprofit organization founded in 1963 to support emotional health and school success for at-risk youth facing adversity including trauma, physical/sexual/emotional abuse, neglect, poverty, violence, out-of-home placement, high-conflict divorce, learning disabilities, and academic failure. The Center's \$2.9M annual budget is comprised of revenues from government funding (Alameda County), client sliding scale fees, foundation and business grants, and individual contributions.

THE YOUTH WE HELP

Ann Martin Center serves primarily children 4 to 18 years old with social-emotional and behavioral problems (such as sadness, anxiety, aggression), developmental problems (including autism spectrum disorders), and/or learning problems (including dyslexia and attention deficit disorder). These youth are vulnerable to downward cycles that perpetuate frustration, low self-esteem, substance abuse, illiteracy, school-drop out, suicide, and other negative outcomes. Annually, we assist 900 children through 24,000 treatment hours at two clinics and five in-school programs (Oakland Public Schools). Ann Martin Center is a community-based agency committed to providing exceptional quality services to families regardless of income. We are distinguished by our emphasis on both psychotherapy and learning support services.

OUR MISSION & SERVICES

Ann Martin Center is dedicated to improving the lives of at-risk children, youth, and their families in Alameda County by providing psychotherapy, educational therapy, and diagnostic assessment. We promote healthy emotional development and effective learning skills. We nurture confidence, resilience, and the ability to make positive choices that strengthen caring relationships, independence, and productivity.

OUR PROGRAMS

- ▶ **Psychotherapy**- Ann Martin Center provides mental health counseling and guidance to individuals and groups at two clinic locations and five school-based programs (serving Medi-Cal eligible families) in the Oakland Unified School District. (Specialized programs include family bereavement counseling and socialization groups for children on the autism spectrum.)
- ▶ **Educational Therapy**- Our Learning Program provides individualized educational therapy that identifies learning disabilities and reinforces alternative learning strategies.
- ▶ **Diagnostic Testing**- We offer comprehensive educational and psychological diagnostic testing.
- ▶ **Professional Training**- Ann Martin Center has trained over 300 child psychotherapy clinicians through its highly acclaimed internship program. We also sponsor lectures for mental health and education professionals in the community. Through training and lectures, the Center disseminates current theory and "best practices" treatment, amplifying a beneficial impact on at-risk youth.

STATEMENTS OF SUPPORT

Congresswoman Barbara Lee, 9th U.S. Congressional District: "Ann Martin Center's work ensuring that all people, particularly those in low-income households, can receive services to help them overcome trauma, abuse, grief and school failure is of immeasurable importance, and has undoubtedly improved and even saved countless lives."

Don Perata, Former California Senate President pro Tem, 9th Senate District: "Ann Martin Center is a distinguished community mental health clinic serving families from all walks of life. The Center is there for kids who come from trouble and trauma, neglect and rejection. With dedication and expertise, the clinic staff work to make whole again lives that have been shattered. We're fortunate to have this gem of an agency bringing hope to the future of East Bay youth."

Michael Riera, PhD, CBS national parenting correspondent and author of best-selling books on raising teens: "Having followed Ann Martin Center's work for over twenty years, I consider the clinic to be the gold standard for treating kids with both learning and social-emotional problems. The Center is at the leading edge of a collaborative emphasis that combines psychotherapy and educational therapy to assist at-risk children."

Robert S. Wallerstein, MD, Emeritus Professor and Former Chairman Dept. of Psychiatry, UC San Francisco School of Medicine: "The Ann Martin Center is a distinguished clinic for the diagnosis and treatment of troubled children and adolescents from low income families. At a time when most such services throughout the nation have shut down, the Ann Martin Center continues to provide well-trained, skillful and caring clinicians. A truly heroic record of longstanding excellence."

Feedback from Parents: In a recent satisfaction survey, 96% of respondents agreed that "My family got the help we wanted for my child." One parent wrote: "Ann Martin Center has made a genuine difference in our family's life. Our son is succeeding in school, developing friendships, and seems happier and more hopeful."

1250 GRAND AVENUE
PIEDMONT, CA 94610
TEL 510.655.7880
FAX 510.655.3379
www.annmartin.org

Established in 1963,
501(c)3 Non-profit,
Member of Alameda
Council of Community
Mental Health Agencies



LEARNING PROGRAM SERVICES

The Learning Program at Ann Martin Center provides both **Educational Therapy** and **Educational Diagnostic Assessment** services.

Educational Therapy

Each of us has a different style of learning, but sometimes individuals with normal or superior intelligence experience academic difficulty (and even school failure) with traditional teaching and tutoring methods.

Educational therapy strategically helps *differently-abled* students and adults learn and achieve to their potential.

Certificated educational therapists at Ann Martin Center evaluate the student's learning process, identifying specific strengths and weaknesses. Through individualized one-to-one weekly meetings, we work to establish a trusting relationship that reinforces new learning strategies. The overall goal is to help the student become a more self-aware, self-reliant, and efficient learner. We integrate information from teachers, parents, and any diagnostic assessments to better understand the individual's school performance, attitudes toward learning, self-esteem, and social-emotional development.

Some Warning Signs of Learning Problems

Potential signs of learning issues include difficulty with:

- focusing attention
- understanding what is read or heard
- spelling (even after much practice)
- remembering printed words
- linking sounds with letters of the alphabet
- expressing ideas verbally or in writing
- understanding math concepts and recalling math facts
- finishing homework or schoolwork on time
- controlling impulses
- organizational skills

Educational Diagnostic Assessments

Ann Martin Center provides educational diagnostic testing for students of all ages. Testing evaluates an individual's learning style, level of academic achievement, perceptual processes, and learning potential. Using standardized cognitive and academic test batteries, the goal is to increase an understanding of the student's unique learning abilities and improve the academic instructional program. Our educational testing staff will evaluate:

- *Learning styles*
- *Cognitive functioning*
- *Information processing*
- *Academic potential*

In-depth testing is conducted that integrates information from parents, teachers, and any previous assessments. A final written report is prepared with specific recommendations for improving the student's academic performance. As needed, we will complete required forms that seek accommodations for standardized and school entrance tests (or for the work environment.)

For referrals or more information, please call (510) 655-7880.

Educational Therapy: Betty Peterson, MEd, Learning Director Ext. 370

Educational Assessment: Shawn Usha, MA, Educational Assessment Coordinator Ext. 322

More information: Visit us at www.annmartin.org

1250 GRAND AVENUE
PIEDMONT, CA 94610
TEL. 510.655.7880
FAX: 510.655.3379

www.annmartin.org

Established in 1963.
501(c)(3) Non-profit.
Member of Alameda
Council of Community
Mental Health Agencies

EPLS

Excluded Parties List System

**Search Results Excluded By
Firm, Entity, or Vessel : Ann Martin Center
as of 12-Sep-2012 5:47 PM EDT**

Your search returned no results.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: LB

DATE (MM/DD/YYYY)
08/15/12

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

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

PRODUCER Cook, Disharoon & Greathouse P.O. Box 12909 Oakland, CA 94604- David D. DeMeter	510-437-1900	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ANNMAR1	FAX (A/C, No):
	INSURED Ann Martin Center Attn: Mojgan Vijeh 1250 Grand Avenue Piedmont, CA 94610-1002	INSURER(S) AFFORDING COVERAGE	
		INSURER A: NIAC	
		INSURER B: Oak River Insurance Company	34630
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		20120333NPO	06/01/12	06/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY			20120333NPO	06/01/12	06/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		2200011333121	07/01/12	07/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Directors & Officers Liability			2012-00333-DO-NPO	06/01/12	06/01/13	Aggregate 2,000,000 Ea Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Leased premises at 3670 Penniman Avenue, Oakland, CA.

Certificate Holder is an Additional Insured, per attached endorsement #CG20110196.

CERTIFICATE HOLDER OAKLUN2 Oakland Unified School District 900 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Synda Reynolds-Brown</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):
Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy.
3. Additional Premium: **Included**

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

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

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

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

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

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

Contractor Information

Contractor Name	Ann Martin Center	Agency's Contact	Betty Peterson				
OUSD Vendor ID #	V053972	Title	Learning Director				
Street Address	1250 Grand Avenue	City	Piedmont	State	CA	Zip	94610
Telephone	(510) 655-7880	Email (required)	bpeterson@annmartin.org				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	07/01/2012	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 65.00	Number of Hours (required)	153.85		

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
3310	Special Ed	9755300101	5825	\$ 10,000.00
			5825	\$
			5825	\$
Requisition No. (required)	R0304486		Total Contract Amount	\$ 10,000.00

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	John Rusk	Phone	(510) 874-3764	
	Site / Department	Programs for Exceptional Children			Fax	
	Signature				Date Approved	9/13/12
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature				Date Approved	
3.	Regional Executive Officer					
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
4.	Signature				Date Approved	9-26-2012
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
5.	Superintendent, Board of Education <i>Signature on the legal contract</i>					
Legal	Required if not using standard contract	Approved	Denied - Reason	Date		
Procurement	Date Received	PO Number		P1300243		

2134

