

Board Office Use: Legislative File Info.	
File ID Number	14-1961
Introduction Date	10/22/2014
Enactment Number	14-1776
Enactment Date	10/22/14

Memo

To Board of Education

From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by Procurement) 10/22/14

Subject Professional Services Contract - Madeline Hewitt-Reiter
- State & Federal Programs 950 for St. Martin de Porres 736 (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and Madeline Hewitt-Reiter. Services to be primarily provided to State & Federal Programs 950 for St. Martin de Porres 736 for the period of 09/08/2014 through 06/30/2015.

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

OUSD is required by federal law to allow private non-profit schools to participate in the Title I Part A Program. Schools that choose to participate are provided with "fair and equitable" Title 1 Part A services after they have complied with program requirements. After consultation with the private school to reach agreement on the type of instructional support services to be provided, the OUSD Private Schools Program administers the agreed upon Title I Part A Program instructional support services.

Discussion
One paragraph summary of the scope of work.

The consultant will provide supplemental Title 1 instructional services for eligible and identified private school students. The consultant will focus on instruction that improves student academic achievement in the target areas of English Language Arts, Reading, and Mathematics. The standards-based instructional program will include a variety of effective instructional strategies and techniques.

Recommendation Ratification of professional services contract between Oakland Unified School District and Madeline Hewitt-Reiter. Services to be primarily provided to State & Federal Programs 950 for St. Martin de Porres 736 for the period of 09/08/2014 through 06/30/2015.

Fiscal Impact Funding resource name (please spell out) Title IA not to exceed \$ 8,750.00

Attachments

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

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OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Madeline Hewitt-Reiter (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 09/08/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than 06/30/2015.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Eight Thousand, Seven Hundred Fifty Dollars (\$ 8,750.00) [per fiscal year], at an hourly billing rate not to exceed \$ 50.00 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: _____

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:* _____ which shall not exceed a total cost of _____.

5. 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:

OUSD Representative:

Name: Maria Beltran
Site /Dept.: State & Federal Programs 950 for St. Martin de Porres 736
Address: 1000 Broadway Suite 450
Oakland, Ca 94607
Phone: 510-879-1027
Email: maria.beltran@ousd.k12.ca.us

CONTRACTOR:

Name: Madeline Hewitt-Reiter
Title: Consultant
Address: 2061 Eunice Street
Berkeley CA 94709
Phone: 510-528-2966
Email: pmhewitt@sbcglobal.net

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 from OUSD's Risk Management.) 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 30 days prior 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:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will 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 contract 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

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

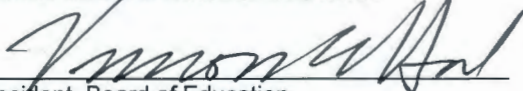
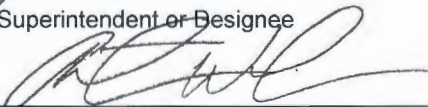
- 23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

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.sam.gov/>).
- 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.
- 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.
- 31. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT


 President, Board of Education
 Superintendent or Designee

 Secretary, Board of Education

CONTRACTOR


 Contractor Signature
 Madeline Hewitt-Reiter Consultant

 Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY


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 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.

The consultant will provide supplemental Title I instructional services for eligible and identified private school students. The consultant will focus on instruction that improves student academic achievement in the target areas of English Language Arts, Reading, and Mathematics. The standards-based instructional program will include a variety of effective instructional strategies and techniques.

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

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

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

- | | |
|--|--|
| <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 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: _____
- 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.

Title Budget

St. Martin de Porres School 2014-2015

2014-2015

Title I

	rate	hours:	level		
Kathy Bus	\$50	5	MS	math	8,750
Claire Unę	\$50	4	MS	lang arts	7,000
Joyce Boy	\$50	5	K-2	both	8,750
Madeline	\$50	5	3,4,5	both	8,750
					33250

Title II 10,247

5000 Lift Up St. Mary's

2000 CSDO Marzano Training

3,247 SICU - Blended Learning, Conferences

Title III 1572

\$1,572 Instructional Materials

Instructional Model / Schedule - description must include:

Duration:

TK-5th Campus – 35 weeks; one hour sessions, 10 hours per week

6th -8th Campus – 35 weeks; one hour sessions, 9 hours per week

People involved:

Madeline Hewitt-Reiter and Joyce Boykin along will serve 70+ students on the TK-5th grade campus. Kathy Buschman and Claire Ungar will serve 45+ students on the 6th – 8th grade campus. Children's Hospital staff will provide counseling support to students whose behaviors hinder their ability to learn.

Instructional program:

Identified students will attend supplemental program in small groups utilizing Scholastic Books, Lakeshore educational supplies, instructional apps and software on computers and iPads.

Curriculum:

Curriculum will include, but not limited to, Carson Dellosa Skill Books, Literacy Center-in-a-Box, Literacy Center-in-a-Bag, Skillbuilding, Schoolhouse Math, Scholastic Readers& Books, Highpoint, Winning Ways w/Base 10, My first writing Journal, Building Vocabulary Listening Center, Critical Thinking Skills Booster, Quiddler, Reading Rods in Espanol, Fluency Practice, Phonics Flash, etc.

Instructional Objectives and Program Modification:

Instructional objectives for each instruction cycle are developed in consultation with appropriate school staff. Program is modified to meet current student needs. Student progress is reported to classroom teachers, parents and the principal.

Assessment Instruments: Describe how you will measure student academic growth during each session of supplemental services program: *(pre-test and post-test, classwork, etc.)*

Student academic growth will be measured using the following instruments:

- Pre & post assessments,
- Fox-in-a-Box
- Brigance Inventory
- Portfolios
- Parent-Teacher Conferences
- Classwork Observations & Assessments
- STAR Renaissance
- ITBS scores

SAM Search Results
List of records matching your search for :
Search Term : Madeline* Hewitt* Reiter*
Record Status: Active

No Search Results



Saint Martin de Porres
School

**SCOPE OF CONTRACTED WORK
2014-2015**

Contractor's Name: Madeline Hewitt-Reiter

Nature of Work:

Consultant will work with school staff to design and implement supplemental instructional programs for identified students. These programs will provide additional support services in Reading, Language Arts and Math to identified students within the Title I Program. The consultant will conduct an annual informational meeting about the Title I Program for all affected parents, and will confer with parents of identified students, as needed, throughout the Program duration.

Consultant will provide 175 hours of service at a rate of \$50.00 per hour for a total not to exceed \$8,750.00

Deliverables:

- Provide initial screenings for students suspected of learning difficulties
- Academic Improvement Plan for identified students
- Schedule and description of services provided at school
- Record of students served and instruction provided
- Baseline assessment, examples of work, and post-instruction assessment data on skills being reinforced.
- Summary Report of students' academic growth (due June 30)
- Documentation of Annual Title I Program meeting for parents
- Documentation of review and approval of Home-School Compact

Goals:

- Student progress demonstrated by improvement from baseline to post-instruction assessment
- Improved grades and test scores on class work
- Teacher/Parent reports of student improvement
- Documentation of Program effectiveness and efficiency

Requisition No. _____

P.O. No. _____

MADLINE REITER-HEWITT

2061 Eunice Street, BERKELEY, CA 94709

(510)528-2966

(email) pmhewitt@sbcglobal.net

OBJECTIVE: To be supportive to parents and students.

QUALIFICATIONS

IN ALL OF MY WORK AT INDIVIDUAL SCHOOLS, SUPERVISION OF NEW TEACHERS AND STUDENT TEACHERS WAS A PRIVILEGE. WE LEARNED TOGETHER USING COGNITIVE COACHING TECHNIQUES. MY JOB DESCRIPTIONS CALLED FOR INDIVIDUAL AND SMALL GROUP INSTRUCTIONS.

EDUCATION

1985-PRESENT CONTINUING EDUCATION UNITS AT VARIOUS INSTITUTIONS
1982 M.A. IN EDUCATION, UNIVERSITY OF THE PACIFIC, STOCKTON, CA
1977 B.A., CALIFORNIA STATE UNIVERSITY, STANISLAUS, TURLOCK, CA

PROFESSIONAL CREDENTIALS

MULTIPLE SUBJECT CREDENTIAL
LEARNING DISABILITY SPECIALIST CREDENTIAL
RESOURCE SPECIALIST CERTIFICATE
LANGUAGE DEVELOPMENT SPECIALIST CERTIFICATE (ESL)
ASSOCIATION OF EDUCATIONAL THERAPISTS – PROFESSIONAL

MEMBER

EMPLOYMENT

- 2006-2013 ST. MARTIN DE PORRES SCHOOL, SPECIAL NEEDS COORDINATOR, 2008-2013, TITLE ONE TEACHER
- 2001-2003 CLAREMONT MIDDLE SCHOOL, Oakland Schools, Oakland, CA
Case Manager for Individual Education Plans. Assisted in regular and special education classes for 6th, 7th and 8th grade students. Did observations of and/or assisted new teachers and student interns.
- 1995-2001 ST. AUGUSTINE SCHOOL, Oakland Diocese, Oakland, CA
Special Needs Coordinator/Instructor
Coordinated and lead the Student Study Team. Supervised peer tutoring program. Conducted academic and perceptual screening of students. Worked as a consultant with outside agencies including the University of California. Mentored and supervised new teachers. Provided small group and individual instruction to students, K-8th grades. Served on the Special needs board for the Diocese of Oakland for six years.
- 1994-1997 BAY CENTER, Berkeley, CA and A LEARNING PLACE, Oakland, CA
Educational Testing and small group instructor, Clients ranged in age from 5 years old through adults.
- 1983- 1994 EDNA BREWER JUNIOR HIGH SCHOOL, Oakland Unified School District, Oakland, CA
Resource Specialist Program Director. Evaluated and developed Individual Education Plans for 7th, 8th, and 9th graders with various disabilities. Worked closely with the rest of the teaching staff to coordinate study activities and supervised aides. Facilitated new teacher development as a Mentor Teacher.
- 1981-1983 LINCOLN HIGH SCHOOL, Lincoln Unified School District, Stockton, California
Resource Specialist, tested and taught 9th, 10th, 11th, and 12th grades English and Social Studies. Supervised student teachers from the University of the Pacific. Coordinated Student Study Team for the entire school.
- 1979-1981 LINDEN HIGH SCHOOL, Linden Unified School District, Linden, California
Learning Disabilities Group Instructor. Worked with 9th, 10th, 11th and 12th grade students.



August 22, 2014

OUSD USE ONLY

Madeline Hewitt-Reiter
2061 Eunice St.
Berkeley, 94709

RE: Authorization to proceed with consultant contract processing

Dear Ms. Hewitt-Reiter:

This letter is to inform you that you have successfully completed the HRSS pre-consultant review process.

This authorization to proceed shall expire at the conclusion of the **2014-2015** school year. Please note that the District may not proceed with the processing of your consultant contract unless and until you present a copy of this letter to the administrator requesting your services.

Thank you for your commitment to help support and enhance the educational experience of Oakland students.

Sincerely,

Eric Haar
Central Office Staffing Analyst



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2014

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 0726293 Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., License #0726293 1255 Battery Street #450 San Francisco, CA 94111	1-415-546-9300	CONTACT NAME: Amber Gonzalez PHONE (A/C, No, Ext): 415-546-9300 E-MAIL ADDRESS: Amber_Gonzalez@ajg.com	FAX (A/C, No): 415-536-8499
INSURED Roman Catholic Bishop of Oakland, A Corporation Sole 2121 Harrison Street Oakland, CA 94612		INSURER(S) AFFORDING COVERAGE	
		INSURER A: WESTERN CATHOLIC INS CO RRG INC	NAIC # 14122
		INSURER B: CHURCH MUT INS CO	18767
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 41126160 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	WCGAL-005-14	07/01/14	07/01/15	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		WCGAL-005-14	07/01/14	07/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		050005607647700	01/01/14	01/01/15	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Included as Additional Insured as respects to General Liability per the attached CG2026 endorsement: As respects Title I and Title II consultants for 2014-2015 school year. Name of Consultants: Kathleen Buschman, Claire Ungar, Joyce Boytkin, Madeline Hewitt-Reiter
It is understood and agreed that this insurance is primary and any other insurance maintained by the additional insured be excess and not contributing with this insurance.

CERTIFICATE HOLDER Oakland Unified Schoold District and their officers, agents & employees 900 High St. Oakland, CA 94606 USA	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
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PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

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 checked="" type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input checked="" 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.sam.gov/)
	<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 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) danielle.patterson@ousd.k12.ca.us

Contractor Information

Contractor Name	Madeline Hewitt-Reiter	Agency's Contact	Madeline Hewitt-Reiter				
OUSD Vendor ID #	i032383	Title	Consultant				
Street Address	2061 Eunice Street	City	Berkeley	State	CA	Zip	94709
Telephone	510-528-2966	Email (required)	pmhewitt@sbcglobal.net				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	09/08/2014	Date work will end	06/30/2015	Other Expenses	
Pay Rate Per Hour (required)	\$ 50.00	Number of Hours (required)	175		

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
3010	Title IA	7364851101	5825	\$ 8,750.00
			5825	
			5825	

Requisition No. (required) R0151228 Total Contract Amount \$ 8,750.00

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.sam.gov/>)

1.	Administrator / Manager (Originator)	Name	Maria Beltran	Phone	510-879-1027	
	Site / Department	State & Federal Programs 950 for St. Martin de Porres 736			Fax	
	Signature	<i>Maria Beltran</i>			Date Approved	9/8/2014
2.	Resource Manager, if using funds managed by: <input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> 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	<i>Susana Ruiz</i>			Date Approved	9/8/14
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.	Deputy Superintendent Instructional Leadership		Deputy Superintendent Business Operations		Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000	
	Signature	<i>[Signature]</i>			Date Approved	9/8/14
	5. Superintendent, Board of Education Signature on the legal contract					
Legal Required if not using standard contract		Approved	Denied - Reason	Date		
Procurement	Date Received	PO Number		P1501579		