

Board Office Use: Legislative File Info.	
File ID Number:	14-0906
Introduction Date:	06/11/2014
Enactment Number:	
Enactment Date:	



Memo

To: Board of Education

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

Board Meeting Date: 06/11/2014

Subject: Professional Service Contract

Contractor: Super Stars Literacy, Inc. of Oakland, CA

Services for: 118-GARFIELD

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Super Stars Literacy, Inc., Oakland, CA, for the latter to provide: Superstars Literacy will provide school day intervention and after school intervention to Kindergarten-2nd Grade scholars in the area of literacy. They will target students performing below grade level and at risk of not reaching district benchmarks. Their work will be managed by the school Principal and Literacy Coach to ensure the highest needs scholars are receiving support and data driven instruction. for the period of 09/03/2013 through 06/27/2014 in an amount not to exceed \$20,000.00.

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

At the beginning of the 2013-2014 school year, according to the Scholastic Reading Inventory, 80% of Garfield 2nd graders were reading below grade level. Superstars Literacy will be working as part of Garfield's targeted approach to ensure Kinder-2nd grade literacy instruction and supports prepare all incoming 3rd graders to be reading on grade level.

Discussion:
(QUANTIFY what is being purchased.)

Superstars Literacy will provide school day intervention and after school intervention to Kindergarten-2nd Grade scholars in the area of literacy. They will target students performing below grade level and at risk of not reaching district benchmarks. Their work will be managed by the school Principal and Literacy Coach to ensure the highest needs scholars are receiving support and data driven instruction.

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Fiscal Impact: Funding resources below not to exceed \$20,000.00
\$20,000.00 SCHOOL & LIBRARY IMPROVEMENT

Attachments: Professional Services Contract including Scope of Work
Waiver Summary
Resume / Statement of Qualifications
EPLS Search Results Page
Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between Super Stars Literacy, Inc.
(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 09/03/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 06/27/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twenty Thousand Dollars (\$20,000.00) [per fiscal year], at an hourly billing rate not to exceed _____ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: No Reimbursements.

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

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

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

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:

Professional Services Contract

OUSD Representative:

Name: NIMA TAHAI
Site /Dept.: 118-GARFIELD
Address: 1640 22nd Avenue
Oakland, CA 94606
Phone: 510-535-2860

CONTRACTOR:

Name: Artavia Berry
Title: Executive Director
Address: 333 Hegenberger Rd. Suite 503
Oakland, CA 94621
Phone: 510-777-0870

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

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

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
 14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
 15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
 16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
 17. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
 18. **Conduct of CONTRACTOR:** CONTRACTOR will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into 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

Professional Services Contract

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

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

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

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

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

OAKLAND UNIFIED SCHOOL DISTRICT

MARIA SANTOS 04/30/2014
President, Board of Education Date
Superintendent or Designee

Secretary, Board of Education Date

CONTRACTOR

Artavia Berry 05/02/2014
Contractor eSignature Date

Artavia Berry, Executive Director
Print Name, Title

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.

Scope of Work is Attached

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.

As measured by the district benchmarks of the DIBELS and BPST, targeted Garfield students in Kinder-2nd grade who are currently working below benchmark will demonstrate accelerated growth in their reading levels (mastery of the BPST and proficiency in all areas of DIBELS). This is in support of Garfield's goal of having all 3rd graders reading on grade level by the end of third grade. SSL will provide targeted school day and after school intervention to students currently performing below benchmark in reading.

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

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

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

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

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

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

1. Relevant page of CSSSP with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.

**SUPER STARS LITERACY PROGRAM
PROPOSED SCOPE OF WORK**

With Garfield Elementary School
September 3, 2013 – June 15, 2014

The Super Stars Literacy Program (SSL) shall provide the following daily extended learning time programming and class-day intervention support at Garfield:

1. Serve up to 60 Kindergarten, First and Second grade students in a daily extended-learning time program focused on development of early literacy and social/emotional development skills.
 - a. Extended-learning time programming to be provided from the end of last school-day class until 5:30 p.m. each day. From 5:30 – 6:00 p.m. each day, SSL staff will supervise students until parent pick up.
2. In collaboration with Garfield teachers and staff, SSL will provide class-day intervention support four days per week for up to three hours per day.
3. SSL will secure, employ and continually train AmeriCorps members to provide both the extended-learning time programming and class-day intervention support.
4. SSL's AmeriCorps members will be supervised by a Program Manager who will visit Garfield at least once per week and will be the primary point of contact for Garfield leadership and the after-school coordinator.
5. In collaboration with Garfield and EBAYC staff, SSL will start providing its Services on or about September 3, 2013.
6. SSL's Program Manager will conduct orientation(s) with parents of students identified by Garfield to attend SSL's extended-learning time program. Such orientations will be held as soon as possible to ensure timely enrollment of students into the SSL program.
7. SSL will ensure that all of its staff operating at Garfield have first completed all background check and TB clearances and have met Instructional Aide requirements.
8. SSL will collaborate with Garfield administration and teachers in its operation of the after-school program and in ensuring the safety of SSL's students.
9. SSL will collaborate with Garfield administration and teachers and other on-campus organizations in conducting on-site family events.

ContractsOnline: Contract Waiver Summary

Site Number-Name: 118-GARFIELD

Principal / Department Head: NIMA TAHAI

Contractor Name: Artavia Berry

Business Name: Super Stars Literacy, Inc.

Contract Type: Standard

Anticipated Start Date: 09/03/2013

Contract End Date: 06/27/2014

Rate Type: FLAT

Contract Amount: \$20,000.00

Applicable Waivers

Approved by Risk Management

Insurance-Reduction Waiver Status: NA

Waiver-Reduction Type: \$1,000,000 Required

Other Reduction Amount: NA

Approval Date:

Approved by Deputy Superintendent

Billing Waiver Status: Approved

Approval Date: 04/28/2014

Fingerprint Waiver Status: NA

Approval Date:

TB Test Waiver Status: NA

Approval Date:

SUPER STARS LITERACY PROGRAM

Statement of Qualifications

Prepared for Garfield Elementary School

Oakland Unified School District

Submitted: April 14, 2014

PROGRAM DESCRIPTION: Super Stars Literacy is an early literacy academic intervention program which provides during the school day and after-school direct services to children in grades K-2 who are most at risk of failure due to very low literacy skills. In the after school setting we work with children in groups of 15-20/classroom every day after school from the time they get out of school until 5:30 or 6:00 pm. In addition to 3 schools in Hayward Unified School District, we are currently serving the following schools in Oakland Unified School District:

- **Garfield Elementary**
Currently serving 48 high-needs students (15 K, 33 1st)
- **Brookfield Elementary**
Currently serving 46 high-needs students (13 K, 17 1st, 16 2nd)
- **REACH Academy**
Currently serving 46 high-needs students (17 K, 13 1st, 16 2nd)
- **TCN**
Currently serving 30 high-needs students (15 K/1st, 15 2nd)

Primary Program Services of the Super Stars Literacy After-School Program:

A. Key Daily Activities/Time Allotted to Each (same for all schools):

- Opening Circle, Newsletter/15 minutes
(Phonics/Phonemic Awareness/Vocabulary)
- Read Aloud/30 minutes
(Vocabulary, Comprehension)
- Guided Reading/Centers/30 minutes
(Phonemic Awareness, Phonics, Vocabulary, Comprehension)
- Kinesthetic Learning/25 minutes
(Social Emotional, Team Building, Some Literacy)
- Closing Circle/10 minutes
(Social Emotional, Some Literacy)
- Homework/30 minutes
(Literacy, Other HW as assigned)
(Additional program time allotted to snack, bathroom break, recess, transitions.)

B. Key Skills Worked on For Each Grade Level (same for all schools):

-Kindergarten: Concepts of print, phonological awareness (rhyming, blending/segmenting onsets and rimes), phonics (decoding, letter-sound correspondence, high frequency words), word recognition, some fluency as appropriate.

-First Grade: Concepts of print, phonological awareness (long and short vowels, blending phonemes blending/segmenting single syllable words), phonics (digraphs, long vowel sounds, two-syllable words, grade-appropriate irregularly spelled words), word recognition, fluency (read grade-level text with purpose and understanding, use context to self-correct).

-Second Grade: Phonics and Word Recognition (know and apply grade-level phonics and word analysis skills when decoding words), fluency (read grade level text with sufficient accuracy to support comprehension).

C. Primary Curricula We Use (same for all schools):

Literacy:

Guided Reading (Fountas and Pinnell)

Words Their Way (Baer)

Making Words (Cunningham)

Social/Emotional:

Second Step

Tribes

Responsive Classroom

First Six Weeks

D. Primary Assessments We Use (same for all schools):

Literacy:

DIBELS

Words Their Way

Some Running Records

Social/Emotional:

DRDP

E. During the School Day Intervention

As noted above, the staff of Super Stars Literacy Program is also actively engaged in *daily intervention* programs at each of our school sites. Our program staff work with the principals and teachers at each school site to determine what intervention services our staff will provide at each site. The following are examples of services we are currently providing at each school site.

Brookfield: Three Group Leaders provide 2-3 hours of in-class intervention in K-2nd grade classes. Examples of activities include 1:1 and small group work in letter identification and letter/sound correspondence, high frequency word practice, phonological awareness and phonics work, fluency (second grade).

Garfield: Four Group Leaders provide 2-2.5 hours of in-class intervention daily in K and 1st grade classes. Activities are focused solely on high frequency word recognition as that is a focus of the school and a request of the school principal and literacy coach.

REACH Academy: Three group Leader provide 2-2.5 hours of in-class intervention in K, 1st and 2nd grade classes. Examples of activities include 1:1 and small group work in letter identification and letter/sound correspondence, high frequency work practice, phonological awareness and phonics work, fluency.

TCN: Two Group Leaders provide 2-2.5 hours of in-class intervention in K, 1st and 2nd grade classrooms. Examples of activities include 1:1 and small group work in letter identification and letter/sound correspondence, high frequency word practice, phonological awareness and phonics work, fluency.

PROGRAM STAFF: Our full-time program staff is comprised of a team of credentialed professionals with significant elementary education and administrative experience. Our Program Director, Nancy Baum, is responsible for setting Program instructional goals, determining the curricula and evaluation metrics we use, and setting the training objectives for Super Stars Literacy. Ms. Baum oversees 3 Program Managers who are each assigned a set of schools and classroom leaders to train, supervise, and coach classroom instructors, in addition to being responsible for coordinating instruction and other enrichment programs/activities with key school staff and other community based programs at the schools that they are assigned to. Nancy also supervises our data manager who oversees our evaluation. Notably, our data manager is also a credentialed teacher and reading specialist. Nancy and her Program Managers oversee 26 Americorps Members who are our Program's classroom instructors. The Americorps Members receive extensive training prior to the start of school and weekly training (3-4 hours per week) throughout the entire school year in key early literacy and teaching skills. Brief CV's for each of our full-time program staff is provided below.

NANCY BAUM—PROGRAM DIRECTOR

Educational Degrees/Credentials:

BA, MA(Education)

Multiple Subjects Credential

Special Education Credential

Administrative Credential

Work History in Education:

30 years in the Bay Area in the West Contra Costa USD, Pittsburg USD, Mt. Diablo USD.

Teaching experience: taught elementary general education, elementary/secondary special education, elementary education reading support teacher. Taught education classes and classes in the MA Ed program at St. Mary's College.

Administrative Experience: Asst. Director for Staff Development, Special Education Program Specialist, Elementary Vice Principal and Principal

PROGRAM MANAGERS

A. Maeve Anderson

Degrees/Credentials:

BS Psychology

MA Elementary Education

CA Teaching Credential

Teaching Experience:

6 years teaching experience in CA

B. Demetria Jackson

Degrees/Credentials:

BA in Early Childhood Education

Elem. Ed. Credential in GA

Teaching Experience:

14 years of teaching elementary education in CA, GA, South Africa

C. Deanna Haurie

Degrees/Credentials:

BA in Psychology

MA in Ed

Multiple Subjects Credential in AZ (expired)

Teaching Experience:

4 years pre-kindg. through 2nd grade



CERTIFICATE OF LIABILITY INSURANCE

SUPER-1

OP ID: BB

DATE (MM/DD/YYYY)

01/24/14

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 McDowall & Keeney Ins Assoc 865 Howe Ave, Suite 200 Sacramento, CA 95825 McDowall & Keeney Ins. Assoc.	Phone: 916-567-3233 Fax: 916-567-3155	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Nonprofits' Insurance Alliance	
		INSURER B : Hartford Insurance Group	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
INSURED Super Stars Literacy, Inc. Michael Mowery 333 Hegenberger Road #503 Oakland, CA 94621		NAIC # 29424	

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		2013-23651-NPO	07/21/13	07/21/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> liq lia \$1mil/\$2m						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			2013-23651-NPO	07/21/13	07/21/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			2013-23651-UMB-NPO	08/06/13	08/06/14	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		57WECFV1166	07/21/13	07/21/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Imp Sexual conduct			2013-23651-NPO	07/21/13	07/21/14	Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Oakland Unified School District is an Additional Insured per attached policy form CG 20 26 07 04.

CERTIFICATE HOLDER**CANCELLATION**

OUSD-05 Oakland Unified School District Risk Management 900 High Street Oakland, CA 94601	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>Barbara Bartlett</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.