

| | |
|--|-----------|
| Board Office Use: Legislative File Info. | |
| File ID Number | 14-0136 |
| Introduction Date | 2/26/2014 |
| Enactment Number | 14-0298 |
| Enactment Date | 2-26-14 |



Memo

To The Board of Education

From Gary Yee, 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) 2-26-14

Subject Professional Services Contract -
Catapult Learning West Camden NJ (contractor, City State)
950-State & Federal for 739-St. Theresa (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Catapult Learning West Camden NJ. Services to be primarily provided to 950-State & Federal for 739-St. Theresa for the period of 09/16/2013 through 06/30/2014.

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

Discussion The consultant will provide professional development services for school site instructional and administrative staff. The consultant will provide ongoing professional development services that will enable teachers to provide a more effective instructional program and improve student academic achievement in curriculum areas of Reading Language Arts, Reading, and/or Mathematics.

Recommendation Ratification of professional services contract between Oakland Unified School District and Catapult Learning West Camden NJ. Services to be primarily provided to 950-State & Federal for 739-St. Theresa for the period of 09/16/2013 through 06/30/2014.

Fiscal Impact Funding resource name (please spell out) Title IIA
not to exceed \$2,114.00

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

| | |
|---|-----------|
| Board Office Use: Legislative File Info. | |
| File ID Number | 14-0136 |
| Introduction Date | 2/26/2014 |
| Enactment Number | 14-0298 |
| Enactment Date | 2-26-14 |



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

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

- Services:** The 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 09/16/2013, 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 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Two Thousand, One Hundred Fourteen Dollars (\$ 2,114.00). 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: N/A.

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

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

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A which shall not exceed a total cost of \$ 0.00.
- CONTRACTOR Qualifications / Performance of Services.**

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

Standard of Care. CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 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: Natoya Brice
Site /Dept.: 950-State & Federal for 739-St. Theresa
Address: 1000 Broadway Suite 450
Oakland, CA 94607
Phone: 510-879-1037

CONTRACTOR:

Name: Catapult Learning West Camden NJ
Title: Chief Financial Officer
Address: Two Aquarium Drive, Suite 100
Camden NJ 94602
Phone: 310-897-0553

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

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

10. Insurance:

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

Check one of the boxes below:

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

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

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

OR

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

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

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement. unless caused by the negligence of OUSD.
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 these works are the property of OUSD. See attached language~~
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: ISD

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).

16. Copyright/Trademark/Patent/Ownership

The Contractor agrees that any and all goods or services provided by or developed for OUSD are intended as "works made for hire" by Contractor for OUSD. As a work made for hire, all work products (including intellectual property) created by the Contractor, as part of Contractor's performance under this Contract shall be the exclusive property of OUSD. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent or trademark laws, the Contractor hereby grants OUSD a perpetual royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. OUSD claims no right to any pre-existing work product of the Contractor provided to OUSD by Contractor in the performance of this Contract, except to copy, use or re-use any such work product for OUSD use only.

A handwritten signature in blue ink, appearing to be "J. Smith", is located to the right of the main text block.

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: 09/16/2013 Work shall be completed by: 06/30/2014 Total Fee: \$ 2,114.00

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature]
 President, Board of Education
 Superintendent or Designee

[Signature]
Secretary, Board of Education

10/11/13
Date

2-27-14
Date

CONTRACTOR

[Signature]
Contractor Signature 9-30-13
Date

Kathleen Donovan, CFO
Print Name, Title

File ID Number: 14-0136
Introduction Date: 2-26-14
Enactment Number: 14-0298
Enactment Date: 2-26-14
Bv:

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

The consultant will provide professional development services for school site instructional and administrative staff. The consultant will provide ongoing professional development services that will enable teachers to provide a more effective instructional program and improve student academic achievement in curriculum areas of Reading Language Arts, Reading, and/or Mathematics.

SCOPE OF WORK

Catapult Learning West, LLC Camden NJ will provide a maximum of 10 hours of services at a rate of \$211.40 per hour for a total not to exceed \$2,114.00. Services are anticipated to begin on 09/16/2013 and end on 06/30/2014.

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.

Please See Attached Scope Of Work.

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 II, Part A, Teacher and Principal Training and Recruiting is a federal categorical program. The purpose of Title II , Part A is to increase the academic achievement of all students by helping schools and districts improve teacher and principal quality through professional development and other supporting activities. As a result of receiving Title II Part A Program services, the principal and/or teachers on staff at this specific non-profit private school located in Oakland will improve their understanding and application of specific skills that support the implementation of effective instructional strategies and techniques and/or school administration and leadership. The activities and support provided to the teachers and/or principal will result in an improvement of the instructional program at the school. This improvement in the instructional program will enable students to be more fully engaged and successful in school. 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 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.
-

Scope of Service

Common Core Professional Development for Common Core Implementation

LEADERSHIP TRAINING

September 11, 2013, morning and afternoon sessions

Leading for Academic Excellence: A Perfect Storm Morning session, Part I

Developed by Dr. Susan Abelein, "Leading for Academic Excellence: A Perfect Storm" is a professional development opportunity that engages principals in considering a multifaceted approach to teaching and learning for academic excellence. Based on a collection of research by numerous educational leaders, principals will be introduced to a four-pronged strategic approach that includes: assessing and creating a culture for academic success and implementing a professional learning community; evaluating data sources, sharing and analyzing results, and utilizing data for goal setting; evaluating and aligning curricula, assessments, instructional strategies, and resources; and leading change among teachers, parents and students while maintaining a focus on academic excellence priorities. The consultant will offer principals an assessment to determine the current status of the dynamics impacting the academic program in their school and discuss best practices associated with each prong such that principals will set academic excellence priorities including schoolwide short- and long-term goals and lead teachers to bring about A Perfect Storm in their schools.

Using the text, Matthew J. Perini and Harvey F. Silver's *The Core Six: Essential Strategies for Achieving Excellence with the Common Core*, as a reference and pre-reading assignment:

Webinar No. 1 — November 21, 2013

Includes a review and discussion of the application of the authors' first three essential strategies: Reading for Meaning, Compare and Contrast, and Inductive Learning

Webinar No. 2 — January 16, 2014

Includes a review and discussion of the application of the authors' final three essential strategies: Circle of Knowledge, Write to Learn and Vocabulary's CODE.

MATH AND THE COMMON CORE

Oct. 1-4, full day (teachers attend one day)

In these sessions, teachers will be assembled in one large room, but grouped in grade-level bands (K-2, 3-5, 6-8)

Morning session

This session begins with what the Common Core standards have to say about math instruction, focusing on the skills we commonly associate with language arts — reading, writing and speaking — and how these will play an increasingly important role in the math classroom. It also explores the implications of these shifts for what is taught, how it's taught and how students' learning is assessed.

Afternoon session

During the afternoon session, attendees will explore Common Core mathematics, focusing on the instructional shifts inherent in the standards. Common Core Math Units will be introduced as a tool for increasing rigor in the math classroom by moving students toward application of content knowledge. These units integrate technology as well as online resources so they may be used in conjunction with any school wide curriculum.

Webinar No. 1 - Strategies to Support the Common Core Math Standards (one hour)

During this live webinar, participants will take a closer look at the Standards for Mathematical Practice and be introduced to the three Main Instructional Shifts: focus, coherence and rigor. Teachers will learn a process for implementing Practice Standard 3: construct viable arguments and critique the reasoning of others, and examine how this supports a deep understanding of the content.

Webinar No. 2 - Assessment and the Common Core Math Standards (one hour)

During this live webinar, participants will take a closer look at the rigor required of the Common Core, specifically when designing formative and summative assessments. Teachers will evaluate their own assessments and discuss various ways to measure student mastery of the content. Participants will also explore sample test items from the SMARTER Balanced Assessment Consortium and examine how these assessments require a deep understanding of content as well as application of the Practice Standards.

ELA AND THE COMMON CORE

Nov. 4-6, full day (teachers attend one day)

The new Common Core standards are clear — all teachers are teachers of literacy. In this workshop, participants will learn about the design and organization of the K-8 ELA standards and the implications of those standards for curriculum development. Participants will develop standards-based activities and assessments that are directly aligned with key, grade-level standards.

Common Core Unit Planning Presentation Morning session

In this session, teachers will be introduced to the concept of backward design unit planning and will review the tools and processes used in development of English language arts units. This session includes:

- Introduction to backward design unit planning
- Review of the unit template and process for completing Common Core ELA unit plans
- Examination of sample units: K-2, 3-5, 6-8

Common Core Unit Planning Working Session Afternoon session

In this session, teachers will be assembled in one large room, but grouped in grade-level bands (K-2, 3-5, 6-8) and, working in teacher teams while experiencing an abbreviated process, complete a rough draft of an ELA unit plan. Catapult consultants will work with teachers in this session, which includes:

- Use of grade-level-appropriate pre-selected fiction and nonfiction texts
- Development of one or more essential questions
- Discernment and selection of Common Core ELA focus and ancillary standards
- Writing of unit objectives aligned to the standards

- Consideration of summative assessments
- Discernment of Tier II and III vocabulary
- Consideration of instructional activities and interim assessments
- Review of a unit plan checklist to review and evaluate the completeness of units

Utilizing the same text read by the principals, *The Core Six: Essential Strategies for Achieving Excellence with the Common Core* by Matthew J. Perini and Harvey F. Silver, teachers would be expected to participate in two one-hour live webinars to support the design of instructional activities in Common Core unit planning. While teachers will not receive their own copy of the book, webinars focusing on the text would be presented for two cohorts of teachers: one cohort of K-5 teachers and one cohort of 6-8 teachers. The live webinars will be recorded, which will allow for teachers who missed the webinar or want to view it again to access to the webinar content.

Webinar No. 1 — Preferably December 2013/January 2014 date TBD

Includes a presentation of the authors' first three essential strategies: reading for meaning, compare and contrast, and inductive learning

Webinar No. 2 — February 7, 2014

Includes a presentation of the authors' final three essential strategies: circle of knowledge, write to learn, and vocabulary's CODE.

The cells will expand as you fill in fields with info.

Yellow (Data entry)

Pink (Closeout)

Date of Sale 7 / 16 /2013

Golden (PD Manager File)

| | | | |
|---|--|---------------------------------------|--|
| Paying Entity / Bill to: Oakland Unified School District | Address 1025 Second Avenue Oakland, CA 94606-2212 | Phone Number 510-273-0471 | Paying Entity Contact Mildred Otis |
| School Name / Recipient 7 Catholic Schools See attached proposal | School Address 1500 E. 15th Street Oakland, CA. | Phone Number (510) 534-3334 | School Contact |
| Public/Private Drop Down Private School | | | E-Mail Address |

School Notes:

Common Core Leadership and Teacher Training \$2114 per school.
 Leaders attend 1 day Leadership + 2 webinars
 Leaders and Teachers attend one day Math+2 webinars, and one day ELA + 2 webinars

| | | |
|--|--|---|
| Code Number of Professional Development (See Back Sheet) CLPD PDK PI | Funding Source Choose Funding Source Title IIA Cost \$14798.00 | RVP PD Department Codes ____ (5 digits) |
| Alternative Service Code | # of Anticipated College Credits Est. Cost of College Credit | |

| | | |
|--|--|--|
| Title of Workshop or Alternative Service Common Core Leadership and Teacher Training | Requested Date of Workshop Date 1: 9/11/13 Date 2: 10/1/13-10/4/13 Date 3: 11/4/13-11/6/13 | Grade Levels Drop Down Other |
|--|--|--|

Number of Anticipated Participants 84 Anticipated # Requesting College Credit

*I understand that this form constitutes my commitment to the date(s), time and PD choice I have selected.
 Cancellation of service must occur no later than 15 days prior to the requested delivery date or Catapult Learning reserves the right to bill and collect payment.

 School Representative (Print Name) Catapult Learning Representative (Print Name) Date

 School Representative Signature Catapult Learning Representative (Signature) Phone Number

 Paying Entity Signature (if needed) E-mail Address for Confirmation

Date by which we will confirm service:

To Be Completed by PD Manager after Workshop Delivery

| | | | |
|--|--|--------------------------------|------------------|
| Presenter's Name | | Actual Date of Workshop | |
| Number of Attendees | | PD Regional Director | Choose RD |
| Number of Evaluations Collected | | Sales Person | |
| Average Evaluation Score | | Sales Assist | |

Participants Requesting College Credits

Business Type A B

Search Results

Current Search Terms: catapult* learning*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.1149.20130801-1829

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





REQUIRED CLEARANCES STATEMENT

I, Sharon Thole Haverlak, an authorized representative of Catapult Learning, certify under penalty of perjury, that pursuant to Education Code Section 45125.1, the required criminal background check(s) of all persons including staff, volunteers and anyone who will be in contact with program participants has been conducted. It has been affirmed that the California Department of Justice or the Federal Bureau of Investigation has reported none of those persons listed below as having been convicted of a serious or violent felony as specified in Penal Code Section 667.5(c) and/or 1192.7(c).

I further, certify that these persons have been cleared by medical personnel as not being a carrier of contagious tuberculosis (TB) and have submitted current testing results.

These professional development Catapult Learning staff members have submitted to and received a fingerprint clearance by the CDJ and FBI.

Dr. Susan Abelein
Yasmin Dunn
Mary Bowman
Dennis Desormier
Alia Williams
Andrea Wasden-Stojanov

I agree to keep this list current and to submit an addendum if/when changes occur and/or additional personnel are added. I understand that if, at any time, I use a substitute for any personnel on the list, the stipulations hold true for them as well. I further agree to prepare a new Personnel Clearance Statement on an annual basis.

A handwritten signature in black ink, appearing to read 'Sharon Thole Haverlak'.

Signature (Owner/Authorized Representative)

9/10/2013

Date

**Oakland Unified School District
Purchase Requisition Copy**

PURCHASE REQUISITION COPY

VENDOR ADDRESS:

CATAPULT LEARNING WEST, I006121
TWO AQUARIUM DRIVE, SUITE 101
CAMDEN, NJ 08103

ORGANIZATION NAME
REQUEST NO R0405301
DATE: 10/10/2013
EST. DELIVERY DAT 10/10/2013
END USE
BID NUMBER
PO TYPE CONTRACT

SHIP TO

CONTACT

| Item No. | Qty | Units | Description | Org Key | Object | Unit Price | Charges |
|----------|-----|-------|--|------------|--------|------------|---------|
| 0001 | 1 | EA | Ratification of professional services contract between Catapult Learning and OUSD for Title IIA services provided to St. Theresa School-739 from 09/16/2013 to 6/30/2014 amount not to exceed \$2114.00 (Two Thousand One Hundred Fourteen Dollars). The consultant will provide professional development services for school site instructional and administrative staff. The consultant will provide ongoing professional development services that will enable teachers to provide a more effective instructional program and improve student academic achievement in curriculum areas of Reading Language Arts, Reading, and/or Mathematics. | 7394851204 | 5825 | 2,114.00 | 0.00 |

PURCHASE REQUISITION TOTAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/08/2013

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 Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797 931510-GAWUE-13-14 | CONTACT NAME: PHONE (A/C, No, Ext): | | FAX (A/C, No): |
| | E-MAIL ADDRESS: | | |
| INSURER(S) AFFORDING COVERAGE | | | NAIC # |
| INSURER A: Philadelphia Indemnity Insurance Company | | | 18058 |
| INSURER B: N/A | | | N/A |
| INSURER C: Liberty Insurance Corporation | | | 42404 |
| INSURER D: Philadelphia Insurance Company | | | 23850 |
| INSURER E: N/A | | | N/A |
| INSURER F: N/A | | | N/A |

COVERAGES **CERTIFICATE NUMBER:** CLE-003974226-02 **REVISION NUMBER:** 9

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 D | <input checked="" type="checkbox"/> GENERAL LIABILITY | | | PHPK994889 PPK995501 (LA) | 03/20/2013 03/20/2013 | 03/20/2014 03/20/2014 | EACH OCCURRENCE | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | 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 |
| GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | | | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) | \$ |
| | <input type="checkbox"/> HIRED AUTOS | <input type="checkbox"/> NON-OWNED AUTOS | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE | \$ |
| | EXCESS LIAB | | | | | | AGGREGATE | \$ |
| | <input type="checkbox"/> OCCUR | | | | | | | \$ |
| | <input type="checkbox"/> CLAIMS-MADE | | | | | | | \$ |
| | DED | | | | | | | \$ |
| | RETENTION \$ | | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WC7Z51289882023 | 03/20/2013 | 03/20/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | N/A | | | | 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 |

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

Oakland Unified School District, Susan Abelein, Yasmin Dunn, Dennis Desormier, Alia Williams and Andrea Wasden-Stojanov are included as additional insured where required by written contract with respect to the general liability and auto liability policies.

| | |
|--|---|
| CERTIFICATE HOLDER Oakland Unified School District 900 High Street Oakland, CA 94606 | 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i> |
|--|---|

© 1988-2010 ACORD CORPORATION. All rights reserved.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2013-2014

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

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

OUSD Staff Contact Emails about this contract should be sent to: (required) natoya.brice@ousd.k12.ca.us

Contractor Information

| | | | | | |
|--------------------|---|------------------|---|-------|--------------|
| Contractor Name | Catapult Learning West | Agency's Contact | Kathy Donovan | | |
| OUSD Vendor ID # | i006121 | Title | Chief Financial Officer | | |
| Street Address | Two Aquarium Drive, Suite 100 | City | Camden | State | NJ Zip 08103 |
| Telephone | 310-897-0553 | Email (required) | heather.hutchinson@catapultlearning.com | | |
| Contractor History | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |

Compensation and Terms – Must be within the OUSD Billing Guidelines

| | | | | | |
|------------------------------|------------|----------------------------|------------|----------------|----|
| Anticipated start date | 09/16/2013 | Date work will end | 06/30/2014 | Other Expenses | \$ |
| Pay Rate Per Hour (required) | \$211.40 | Number of Hours (required) | 10 | | |

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 |
|--|---------------|------------|-----------------------|------------|
| 4035 | Title IIA | 7394851204 | 5825 | \$2,114.00 |
| | | | 5825 | \$ |
| | | | 5825 | \$0 |
| Requisition No. (required) R0405301 | | | Total Contract Amount | |
| | | | \$2,114.00 | |

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 | Natoya Brice | | Phone | 510-879-1037 |
| | Site / Department | P50-State & Federal for 739-St. Theresa | | | Fax | N/A |
| | Signature | | | | Date Approved | 10/10/13 |
| 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 checked="" type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA) | | | | |
| | Signature | | | | Date Approved | 10/10/13 |
| | Signature (if using multiple restricted resources) | | | | Date Approved | |
| 3. | Regional Executive Officer | <input type="checkbox"/> Services described in the scope of work align with needs of department or school site | | | | |
| | | <input type="checkbox"/> Consultant is qualified to provide services described in the scope of work | | | | |
| | Signature | | | | Date Approved | |
| 4. | Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations | Consultant Aggregate Under <input checked="" type="checkbox"/> Over \$50,000 | | | | |
| | Signature | | | | Date Approved | 10/11/13 |
| 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 | P11402622 | |