

Board Office Use: Legislative File Info.	
File ID Number	13-0319
Introduction Date	3/13/13
Enactment Number	13-0444
Enactment Date	3/13/13



# Memo

**To** The Board of Education

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

**Board Meeting Date**  
*(To be completed by Procurement)* 3/13/13

**Subject** Professional Services Contract -  
Zaretta Hammond Berkeley CA (contractor, City State)  
922/Family, School, & Community Partnerships Department (site/department)

**Action Requested** Ratification of a professional services contract between Oakland Unified School District and Zaretta Hammond. Services to be primarily provided to 922/Family, School, & Community Partnership for the period of 01/22/2013 through 06/30/2013.

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

Consultant will support the on-going coordination of joint family engagement efforts with the OUSD 0-8, African American Male Achievement, and Family Engagement Departments, and with various early year, early grade community partners. As part of the 0-8 (Birth through 3rd grade) African American Male Achievement (AAMA) alignment initiative, this consultation will focus on coordinating family and community engagement, leadership, and authentic partnerships as part of the larger early year and early grade instructional alignment work streams in partnership with the Family Engagement office and the Oakland School Foundation. Recognizing families and communities as ESSENTIAL contributors to the instructional design process, this contract will serve to develop a community vetted, OUSD 0-8 AAMA Family Engagement curriculum/framework, based on both national and local research, that will be ready for immediate implementation at key identified schools in partnership with LCI and FSCP cohort professional learning communities.

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

Ratification by the Board of Education of a Professional Services Contract between the District and Zaretta Hammond, Berkeley, CA, for the latter to develop an OUSD specific 0-8 Family Engagement Curriculum and Framework for the 2013-14 school term that has been vetted through internal and community partner stakeholder groups and is ready for full implementation, develop a proposed calendar of events for 0-8 Family Engagement and Community Leadership events, and to participate and provide advisement with the LCI 0-8 Instructional Alignment Team and the Family Engagement Office for the period of January 22, 2013 through June 30, 2013, in an amount not to exceed \$43,000.00.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Zaretta Hammond. Services to be primarily provided to 922/Family, School, & Community Partnership for the period of 01/22/2013 through 06/30/2013.

**Fiscal Impact** Funding resource name (please spell out) W K Kellogg  
Strategic Planning not to exceed \$ 43,000.00

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

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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Zaretta Hammond (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 01/22/2013, 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 06/30/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Forty Three Thousand Dollars (\$43,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

**OUSD Representative:**

Name: Raquel Jimenez  
Site /Dept.: 922/Family, School, & Community Partnerships Depa  
Address: 746 Grand Avenue  
Oakland, CA 94610  
Phone: (510) 273-1563

**CONTRACTOR:**

Name: Zaretta Hammond  
Title: Consultant  
Address: 642 Neilson Street  
Berkeley CA 94707  
Phone: (510) 685-0186

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 a 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.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
  1. **Tuberculosis Screening**
  2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial:     

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

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

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.  
  
CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.  
  
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplsearch.do>)

Summary of terms and compensation:

Anticipated start date: January 22, 2013 Work shall be completed by: June 30, 2013 Total Fee: \$43000

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos  
 President, Board of Education  
 Superintendent or Designee

2-25-2013  
Date

CONTRACTOR

Zaretta L. Hammond 1-21-13  
 Contractor Signature Date

Secretary, Board of Education Date

Zaretta Hammond Consultant  
Print Name, Title

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

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 By: OX

**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.

Ratification by the Board of Education of a Professional Services Contract between the District and Zaretta Hammond, Berkeley, CA, for the latter to develop an OUSD specific 0-8 Family Engagement Curriculum and Framework for the 2013-14 school term that has been vetted through internal and community partner stakeholder groups and is ready for full implementation, develop a proposed calendar of events for 0-8 Family Engagement and Community Leadership events, and to participate and provide advisement with the LCI 0-8 Instructional Alignment Team and the Family Engagement Office for the period of January 22, 2013 through June 30, 2013, in an amount not to exceed \$43,000.00.

**SCOPE OF WORK**

Zaretta Hammond will provide a maximum of 488.00 hours of services at a rate of \$88.00 per hour for a total not to exceed \$43,000.00. Services are anticipated to begin on 01/22/2013 and end on 06/30/2013.

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

Consultant will provide OUSD with 5 Key Deliverables related to the on-going 0-8 (Birth to 3rd grade) African American Male Achievement (AAMA) Instructional Alignment work. This contract will focus entirely on aligning and strengthening family and community engagement, leadership, and partnership events, activities, and opportunities through a) development and internal/external vetting of an Oakland specific 0-8 AAMA Family Engagement Curriculum Framework, based on both local and national evidence-based models, to be ready for immediate implementation in the 2013-14 school term- in partnership with the LCI 0-8 instructional alignment team, AAMA, and the family engagement office, b) development and internal/external vetting of an OUSD and Community Partnership 0-8 Family Engagement calendar of events, activities, and opportunities for the 2013-14 school term, c) participation in the LCI instructional alignment team meetings once per month, d) participation in the FSCP family engagement professional learning communities, e) participation in the 0-8 task force meetings: critical reflection on evidence surfaced by nature of the work and provision of recommendations for adaptations/continuance based on findings surfaced through evaluations, interviews, and event artifacts.

**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 a result of this contract over 9,100 OUSD PreK-3rd grade students and their families and teachers will experience positive impact through the synthesis and intentional generation of cross departmental and cross agency collaboration, in service of closing opportunity and achievement gaps for all of our African American boys in their early years and early grades. In addition, multiple sectors of the community may be positively impacted as a result of the deliverables outlined in this contract, ie: family engagement, leadership, and partnership events held in 2013-14 that link high quality instruction through developmentally, culturally, and linguistically responsive practices- with families and communities in partnership with educational staff. For the duration of this contract, a total of 19 schools through the family engagement cohorts and 15 schools through the PreK-1 Literacy Beginnings PLC including all ten 2012-13 TK schools will be positively impacted through consultant participation and advisement in the PLC planning process, and through the implementation of the 0-8 AAMA Family Engagement Curriculum/Framework developed through this contract with the potential of supporting all OUSD elementary schools in the 2014-15 school term.

**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 Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

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



# OAKLAND UNIFIED SCHOOL DISTRICT

Technology Services

314 E. 10<sup>th</sup> St., Oakland, CA 94606 | Harper Bldg, Room 211

## CONSULTANT'S USE OF DISTRICT INFORMATION

CONSULTANT agrees that the information provided by the DISTRICT shall be used for project development consistent with documented and agreed to the project Business Requirements Document and such information shall not be used for commercial purposes or uses that may be inappropriate as determined by the DISTRICT. In the event that the DISTRICT, in its sole discretion, at any time during the term of this agreement, deems CONSULTANT use of the information provided by the DISTRICT to be inappropriate or not in keeping with the terms of this agreement, the DISTRICT may immediately cancel the agreement by giving written notice and require CONSULTANT to return and cease use immediately of DISTRICT information. CONSULTANT must immediately and permanently delete any DISTRICT data from all electronic devices that hold this information. If the data has been produced in paper format, these paper files must be shredded and destroyed.

With respect to confidential student data, by signing this agreement, CONSULTANT and its duly authorized signatory certify under penalty of perjury of the laws of the State of California that CONSULTANT is specifically and duly authorized to view and receive the information provided by the DISTRICT pursuant to this agreement.

Please read and sign below:

I, Zaretta Hammond, the principal consultant for Transformative Learning Solutions agree to the following:

- All student data provided by the District shall not be shared with third-party organizations and will be used solely for the purposes stated in the project's Business Requirements Document.
- I will not solicit data from other departments or school sites within OUSD.

Zaretta L. Hammond 1-21-13  
 Signature of Consultant Date

\_\_\_\_\_  
 Cabinet Member Date

\_\_\_\_\_  
 Superintendent Date



## PUBLICATIONS AND REPORTS

“Reading, Text and Truth: Student Experience Under the Common Core,” with Susan Sandler. Phi Delta Kappan (in press).

Ready4Rigor Blog, [www.ready4rigor.com](http://www.ready4rigor.com), 2012

“The Ever-Present Subtext of Teacher Colorblindness”, CCNews (CCTE Newsletter), Summer 2012

Reading the World, Reading the Word: A Literacy Framework. For Oakland Unified School District, 2011.

From Part to Whole: Understanding How to Integrate Open Court Reading Program into a Waldorf-Inspired Curriculum. Community School for Creative Education, Charter School Petition, 2009

Understanding Reading Development – Tutor Support Manual for HEROES (volunteer placement organization), August 2007.

Intellective Capacity as the Foundation of Accelerated Learning. Briefing Paper. July 2007.

Toward an Equity Pedagogy Framework: Understanding Academic Acceleration as a Model for School Improvement. Briefing Paper for Oakland Unified School District, May 2006.

“Team Effort: Supporting Teacher Collaboration and Professional Learning.” Schools by Design, Fall 2003.

Checking the Facts, Focusing the Discussion: Evaluation of the National Consortium for Teaching About Asia: Second Report of Phase I Evaluation (with Beverly Parsons, et al). For the Freeman Foundation, InSites: August 2002.

Learning to Close the Achievement Gap: Strengthening Professional Development for Equity through Inquiry and Professional Community, with Pamela Stoddard, presented at the American Educational Research Association Annual Conference, April 2001.

“The Color of Discipline: Understanding Racial Disparity in School Discipline Practices.” Equity Research Brief. Bay Area School Reform Collaborative. January 2001.

The Equity Reader. Bay Area School Reform Collaborative. August 2000. “The Nature of the Achievement Gap.” Equity Research Brief. Bay Area School Reform Collaborative. October 1999.

Shaping a Direction: First Annual Cluster Evaluation Report (with Beverly Anderson Parsons). For the W.K. Kellogg Foundation, May 1996.

Integrating Multicultural Perspectives into the Curriculum (with Beverly Anderson Parsons). For the Public Education Coalition, 1993.

"Equity Discussion Moves from Access to Outcomes." State Education Leader. Education Commission of the States. Spring-Summer 1993.

"How Does Equity Fit With Reform?" State Education Leader. Education Commission of the States. Spring-Summer 1993.

Getting into Focus: Evaluation of the Scholars United for Multicultural Inquiry in Teaching Project (with Beverly Anderson Parsons). For the Public Education Coalition, 1992.

"Multicultural Education is Back on the Agenda." State Education Leader. Education Commission of the States. Summer 1990.

## CONFERENCE PRESENTATIONS

“Getting Ready for Rigor: Understanding the Intersection of Neuroscience and Culturally Responsive Pedagogy, California Council of Teachers, San Jose, March 2012

“Coaching for Equity , New Teacher Center, February 2012

“Coaching for Equity, New Teacher Center February 2011

“Scaffolding to Increase Student Learning.” Small Schools Conference, BayCES Small Schools Conference, March 15, 2003

“Literacy-Focused Professional Development for Equitable Schools: Lessons from a 3-year joint project with BayCES and the Strategic Literacy Initiative” with Marean Jordan. Association for Supervision, Curriculum and Development, San Francisco, March 9, 2003

“Creating an Equity Pedagogy to Close the Gap: High Quality Instructional Tools,” BayCES Small Schools Conference, February 2002.

“Critical Literacy for Equity: Overview of the Secondary School Literacy Project,” with Tony Smith, CES National Fall Forum, Washington, D.C., November 2001.

“High Impact Instructional Tools for Accelerating Learning” The Achievement Council, Los Angeles, CA, September 2001

“Prompting Equity in School Reform,” with Kiley Simmons, California School Board Associations, Monterey, CA, July 2001

“Strengthening Professional Development for Equity.” Education Trust National Conference, Washington, D.C., November 2000.

“Strengthening Professional Development for Equity.” BASRC Collaborative Assembly, Oakland, CA. May 2000.

"Educating Students of Color: Education Policies and Practices One Hundred Years After Plessy v. Ferguson." Presented at Implication in the Americas: Plessy v. Ferguson Centennial Symposium. Boulder, Colorado, October 1996.

"Evaluating Comprehensive Community Initiatives," presented at the W.K. Kellogg Families and Neighborhoods Initiative Networking Conference. Long Beach, California. June 1995.

## Search Results

**Current Search Terms:** zaretta\* hammond\*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.610.20130129-1039

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





# Consultant Fingerprint/Criminal Background Check Waiver Request

**Directions**

The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check through OUSD. The OUSD Administrator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require Cabinet level approval (Deputy Superintendent/Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

Contractor Name	Zaretta Hammond		
Originator Name	Raquel Jimenez	Site or Department	922 / FSCP
Which sites or locations will the contractor be working at?	Family Engagement Support Services		
<b>TB Clearance Requirement</b>			
<i>Proof of negative TB status is required for all consultants who will be working with OUSD students or staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one time speaker with less than 6 hours of contact with OUSD employees.</i>			
<b>How is this contractor going to meet the TB clearance requirement?</b>			
TB Waiver requested <input type="checkbox"/>		Proof of TB clearance is in the contract packet <input checked="" type="checkbox"/>	

<b>[TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.]</b>	
<p>CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))</p>	
OUSD Representative's Name	Raquel Jimenez
	Title Coordinator, Family Engagement
OUSD Representative's Signature	
	Date 2/11/13

<b>Approval Cabinet Level approval required (Deputy Superintendent/Superintendent)</b>	
Approver Name	Maria Santos
Title	Deputy Superintendent
Approver Signature	
Date	2-25-2013
Reason for Approval:	



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

## Basic Directions

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

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

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

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

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

## Contractor Information

Contractor Name	Zaretta Hammond	Agency's Contact	Zaretta Hammond
OUSD Vendor ID #	I003795	Title	Consultant
Street Address	642 Neilson Street	City	Berkeley
Telephone	(510) 685-0186	State	CA
		Zip	94707
		Email (required)	zhammond@aol.com
Contractor History	Previously been an OUSD contractor? <input 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	01/22/2013	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 88.00	Number of Hours (required)	488.00		

## 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
9156	W K Kellogg	9221444201	5825	\$ 43,000.00
	Strategic Planning		5825	\$
			5825	\$
<b>Requisition No. (required)</b>	R0311088		<b>Total Contract Amount</b>	<b>\$ 43,000.00</b>

## 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.	<b>Administrator / Manager (Originator)</b>	Name	Raquel Jimenez	Phone	(510) 273-1563
	Site / Department	922/Family, School, & Community Partnerships Department		Fax	273-1501
	Signature	<i>Raquel Jimenez</i>		Date Approved	2/13/13
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Family, Schools, and Community Partnerships	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)			
	Signature	<i>Andie Bond</i>		Date Approved	2/11/13
	Signature (if using multiple restricted resources)			Date Approved	
3.	<b>Regional Executive Officer</b>	<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	<i>Christina Sanchez</i>		Date Approved	2/12/2013
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000			
	Signature	<i>Maria Santos</i>		Date Approved	2-25-2013
5.	<b>Superintendent, Board of Education</b> <i>Signature on the legal contract</i>				
<b>Legal</b>	Required if not using standard contract	Approved	Denied - Reason	Date	
<b>Procurement</b>	Date Received		PO Number	P1306216	

