

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	14-0651
Introduction Date	6/11/14
Enactment Number	14-0962
Enactment Date	6/11/14



OAKLAND UNIFIED  
SCHOOL DISTRICT

# Memo

**To** Board of Education  
Gary Yee Ed.D., Superintendent

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

**Board Meeting Date** \_\_\_\_\_  
(To be completed by Procurement)

**Subject** Professional Services Contract Amendment - 1  
Elaine Armour-Word Berkeley CA (Contractor, City/State) -  
Burckhalter Elementary (site/department)

**Action Requested** Ratification by the Governing Board of the amendment to the professional services contract between the District and Elaine Armour-Word. Services to be primarily provided to Burckhalter Elementary for the period of May 1, 2014 through 06/20/2014, in an amount not to exceed \$7,000.00.

**Background**  
*A one paragraph explanation of why an amendment is needed.*

The initial agreement was for the Consultant was to work until June 2014. Monies were not available to fund this contract through June 2014. This Amendment is needed to complete the contracted hours to meet the OUSD SRI Lexile reading goal of 1+ years growth as well as provide students access to Achieve 3000.

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

The services provided by the Contractor will ensure targeted students acquire the knowledge, skills and abilities needed to be prepared for success in college and careers when they graduate from high school. The services provided by the Technology Intervention Specialist will help prepare students to meet the rigorous demands of the newly adopted Smarter Balanced Assessment Consortium (SBAC) Test aligned to Common Core State standards. Being proficient in the Common Core Standard ensures that students can read, write, speak, think critically and reason mathematically.

**Recommendation** Ratification by the Governing Board of the amendment to the professional services contract between the District and Elaine Armour-Word. Services to be primarily provided to Burckhalter Elementary for the period of May 1, 2014 through 06/20/2014, in an amount not to exceed \$7,000.00.

**Fiscal Impact** Funding resource name (please spell out) Unrestricted - Instructional  
not to exceed \$7,000.00

**Attachments**

- Contract Amendment
- Copy of original contract

Board Office Use: Legislative File Info.	
File ID Number	14-0651
Introduction Date	5/28/14
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Enactment Date	6/11/14



OAKLAND UNIFIED SCHOOL DISTRICT

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Elaine Armour-Word (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 8/26, 2014, and the parties agree to amend that Agreement as follows:

1. **Services:**       The scope of work has changed.       ONLY the funding source has changed.

**If the scope of work has changed:** Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

Revised scope of work attached. **OR,** The CONTRACTOR agrees to provide the following amended services:

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2. **Terms (duration):**     The term of the contract is unchanged.       The term of the contract has changed.

**If the term has changed:** The contract term is extended by an additional \_\_\_\_\_ (days/weeks/months), and the amended expiration date is \_\_\_\_\_.

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3. **Compensation:**     The contract price is unchanged.       The contract price has changed.

**If the compensation has changed:** The contract price is amended by

Increase of \$ 7,000.00 \_\_\_\_\_ to original contract amount

Decrease of \$ \_\_\_\_\_ to original contract amount

and the new contract total is Thirty-Two Thousand \_\_\_\_\_ dollars (\$32,000.00 \_\_\_\_\_)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement.     This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	03/22/2014	Additional amount for services through the end of the school year	\$ 7,000.00
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos  
 President, Board of Education  
 Superintendent or Designee  
Edgar Rakostrow, Jr.  
 Secretary  
 Board of Education

5-13-14  
 Date  
6/11/14  
 Date

CONTRACTOR

Elaine Armour-Word 3/24/14  
 Contractor Signature      Date

Print Name, Title

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 services provided by the Contractor will ensure targeted students acquire the knowledge, skills and abilities needed to be prepared for success in college and careers when they graduate from high school. The services provided by the Technology Intervention Specialist will help prepare students to meet the rigorous demands of the newly adopted Smarter Balanced Assessment Consortium (SBAC) Test aligned to Common Core State standards. Being proficient in the Common Core Standard ensures that students can read, write, speak, think critically and reason mathematically.

SCOPE OF WORK

Elaine Armour-Word will provide a maximum of 175.00 hours of services at a rate of \$40.00 per hour for a total not to exceed \$7,000.00. Services are anticipated to begin on May 1, 2014 and end on 06/20/2014.

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.

The services provided by the Contractor will ensure targeted students acquire the knowledge, skills and abilities needed to be prepared for success in college and careers when they graduate from high school. The services provided by the Technology Intervention Specialist will help prepare students to meet the rigorous demands of the newly adopted Smarter Balanced Assessment Consortium (SBAC)Test aligned to Common Core State standards. Being proficient in the Common Core Standards ensures that students can read, write, speak, think critically and reason mathematically. In addition, the addition of technology as a means to create highly quality and effective instruction helps increase attendance rates in students, decreasing the overall chronic absence rate for most students who would otherwise not attend school regularly.

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.

Intervention Specialist will meet with all targeted students (FBB, BB, B) 4 days per week, utilizing Achieve 3000, More Starfall and Waterford software to improve comprehension skills and lexile reading levels. Students will be able to complete the weekly activities aligned to Social Studies, Science and Writing. Students will be able to measure and monitor their own growth throughout the year as a result of the detailed data analysis provided by the Specialist. The expected outcome for all targeted students will be an increase of at least 25% - 45% lexile reading level growth. These results will be measured on targeted students Spring 2014 SRI and Benchmark Assessment tests. The specialist will also meet with teachers and students to analyze data and provide additional small group instruction as needed.

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

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
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.
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**AMENDMENT ROUTING FORM**

**2013-2014**

**PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1**

**Directions**

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.

1. Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work has changed. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
4. OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

**Attachment Checklist**

- Contract amendment packet including Board Memo and Amendment Form
- Amended Scope of work (Be specific as to what additional work is being done by this consultant.)
- A Board Approved copy of the original contract and any prior Amendments.

**OUSD Staff Contact** Emails about this contract should be sent to: (Required) carin.geathers@ousd.k12.ca.us

**Contractor Information**

Contractor Name	Elaine Armour-Word	Agency's Contact	Carin Geathers				
OUSD Vendor ID #	I002939	Title	Technology Intervention Specialist				
Street Address	2011 Parker St.	City	Berkeley	State	CA	Zip	94704
Telephone	(510) 333-8265	Email	elaineword70@gmail.com				

**Compensation and Terms – Must be within the OUSD Billing Guidelines**

Original Contract Amount	\$ 25,000.00	Original PO Number	P1403961			
Amended Amount	\$ 7,000.00	New Requisition #	R0410366			
New Total Contract Amount	\$ 32,000.00	Start Date	May 1, 2014	End Date	06/20/2014	
Pay Rate Per Hour (Required)	40.00	Number of Hours (Required)	175.00			

**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
0000	Unrestricted Inst	1051110101	5825	\$ 7,000.00
			5825	\$
			5825	\$

**Approval and Routing (in order of approval steps)**

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	<b>Site Administrator or Manager</b>	Name	Carin Geathers	Phone	5107297700	Fax	5107297703	
	Site / Department	Burckhalter Elementary						
	Signature	<i>Carin Geathers</i>			Date Approved	3/24/14		
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family Schools, and Community Partnerships							
	Signature						Date Approved	
	Signature						Date Approved	
3.	<b>Regional or Executive Officer</b>							
	Signature	<i>[Signature]</i>			Date Approved	3/28/14		
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	5-13-14		
5.	<b>Superintendent or Board of Education</b> Signature on the legal contract							
<b>Legal</b>	Required if not using standard contract	Approved		Denied - Reason		Date		
<b>Procurement</b>	Date Received			PO Number	P1403961			

<b>Board Office Use: Legislative File Info.</b>	
File ID Number:	14-0068
Introduction Date:	01/29/2014
Enactment Number:	14-0175
Enactment Date:	01/29/2014



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

Community Schools. Thriving Students.

## Memo

**To:** Board of Education  
**From:** GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent  
**Board Meeting Date:** 01/29/2014  
**Subject:** Professional Service Contract  
**Contractor:** Elaine Armour-Word of Berkeley, CA  
**Services for:** 105-BURCKHALTER

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and Elaine Armour-Word, Berkeley, CA, for the latter to provide: Technology Intervention Specialist will work with all 2-5 grade students who have not reached proficiency in either Reading, ELA and/or Mathematics according to their 2012-13 CST scores and DIBELS scores. Technology Intervention Specialist will work with these students in the computer lab 4 days/week to ensure students are proficient in grade level standards utilizing More.Starfall (K-2) and Achieve 3000 (2-5) common core aligned software to improve reading lexile levels, critical reading and writing skills. In addition, the specialist will prepare weekly student progress reports for these targeted students, work with teachers to analyze data and help identify areas of needed growth. The expected lexile level from students who receive 30 minutes/day, 4 times/ week is 25- 40%, which closely aligns with the OUSD goal of increasing student lexile levels of at least

**Background:**

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

Services are needed to provide Reading/Language Arts intervention to FBB, BB and Basic level students utilizing technology. The Technology Specialist will provide intervention utilizing Achieve 3000, More Starfall, Waterford and common-core aligned software designed to improve reading lexile levels.

**Discussion:**

(QUANTIFY what is being purchased.)

Technology Intervention Specialist will work with all 2-5 grade students who have not reached proficiency in either Reading, ELA and/or Mathematics according to their 2012-13 CST scores and DIBELS scores. Technology Intervention Specialist will work with these students in the computer lab 4 days/week to ensure students are proficient in grade level standards utilizing More.Starfall (K-2) and Achieve 3000 (2-5) common core aligned software to improve reading lexile levels, critical reading and writing skills. In addition, the specialist will prepare weekly student progress reports for these targeted students, work with teachers to analyze data and help identify areas of needed growth. The expected lexile level from students who receive 30 minutes/day, 4 times/ week is 25- 40%, which closely aligns with the OUSD goal of increasing student lexile levels of at least 1.5 grade level per year, ensuring students are on the College and Career Readiness path reaching at least a 770-990 lexile level by 5th grade. The Specialist will also pull out small groups of students who are deemed to need extra support based upon benchmark assessments, teacher recommendations, SRI score and lexile growth as determined by Achieve 3000. K-2 students will be seen in the computer lab one day per week utilizing More Starfall and Waterford programs to ensure that they are proficient in phonemic awareness, blending skills and fluency at or above grade level.

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OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

**Fiscal Impact:** Funding resources below not to exceed \$25,000.00

\$25,000.00 ECONOMIC IMPACT AID

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

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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

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

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 08/26/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than 06/20/2014.

- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twenty-Five Thousand Dollars (\$25,000.00) [per fiscal year], at an hourly billing rate not to exceed \$40.00 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

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

5. **CONTRACTOR Qualifications / Performance of Services:**

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

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

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

**OUSD Representative:**

Name: CARIN GEATHERS  
Site /Dept.: 105-BURCKHALTER  
Address: 3994 Burckhalter Avenue  
Oakland, CA 94605  
Phone: 5107297700

**CONTRACTOR:**

Name: Elaine Armour-Word  
Title: Owner  
Address: 2011 Parker St.  
Berkeley, CA 94704  
Phone: 510-333-8265

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

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

9. **Insurance:**

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

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

Check one of the boxes below:

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

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

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

**OR**

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

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

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

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

Professional Services Contract

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

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

Professional Services Contract

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

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

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

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

24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/search.do>)

25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

MARIA SANTOS

12/13/2013

Elaine Armour-Word

12/16/2013

President, Board of Education

Date

Contractor eSignature

Date

Superintendent or Designee

GARY YEE

1-30-14

Elaine Armour-Word, Owner

Secretary, Board of Education

Date

Print Name, Title



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.

Intervention Specialist will meet with all targeted students (FBB, BB, B) 4 days per week, utilizing Achieve 3000, More Starfall and Waterford software to improve comprehension skills and lexile reading levels. Students will be able to complete the weekly activities aligned to Social Studies, Science and Writing. Students will be able to measure and monitor their own growth throughout the year as a result of the detailed data analysis provided by the Specialist. The expected outcome for all targeted students will be an increase of at least 25% - 45% lexile reading level growth. These results will be measured on targeted students Spring 2014 SRI and Benchmark Assessment tests. The specialist will also meet with teachers and students to analyze data and provide additional small group instruction as needed.

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

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

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

Please select:

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

– Item Number(s): 105SQ11B45

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

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



***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 105-BURCKHALTER**

**Principal / Department Head: CARIN GEATHERS**

**Contractor Name: Elaine Armour-Word**

**Business Name: Elaine Armour-Word**

**Contract Type: Standard**

**Anticipated Start Date: 08/26/2013**

**Contract End Date: 06/20/2014**

**Rate Type: HOURLY**

**Contract Amount: \$25,000.00**

***Applicable Waivers***

**Approved by Risk Management**

**Insurance-Reduction Waiver Status: NA**

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

**Other Reduction Amount: NA**

**Approval Date:**

**Approved by Deputy Superintendent**

**Billing Waiver Status: NA**

**Approval Date:**

**Fingerprint Waiver Status: NA**

**Approval Date:**

**TB Test Waiver Status: NA**

**Approval Date:**

**Elaine Armour-Word  
2011 Parker Street  
Berkeley, California 94704  
(510) 333-8265**

***elaineword70@gmail.com***

**R E S U M E**

**EDUCATION:**

Pepperdine University - Los Angeles, California  
September 1985 - April 1987 - M.S. Educational Computing

Mount St. Mary's College, Los Angeles, California  
September 1971 - May 1974 - M. S. Education

Cal State Dominguez Hills, Dominguez Hills, California  
September 1967 - June 1969 - B. A. Political Science

Los Angeles City College  
September 1962 - June 1966 - A. A. Secretarial Science

**EXPERIENCE:**

**INSTRUCTOR:**

**Patten University  
2433 Coolidge Avenue  
Oakland, CA 94601**

\* August 2003 to present  
Adjunct faculty - Education Department  
Classroom Observation, Participation and Management

**CONSULTANT:**

**Oakland Unified School District  
Oakland, CA**

September 2006 to present  
Beginning Teacher Support and Assessment (BTSA)  
Provide support to new teachers in the areas of classroom management,  
classroom climate, curriculum, grade-level standards, equity.

January 2008 – Present – Burckhalter Elementary School  
Technology Intervention Specialist. Provide intervention to students  
identified as Far Below Basic, Below Basic and Basic in the areas of

Reading/Language Arts and Math using SuccessMaker, Achieve 3000, Waterford, and Starfall software.

August 2006 to June 2008

Reading First Coach, New Highland Academy

Act as a Reading Coach to teachers grades K-1 in the implementation of the Open Court Reading program. Observe and model lessons, lead grade-level planning, provide added support materials when needed; give inservice to staff on analyzing data, strategies for effective teaching, time management, program accountability.

**Mills College**  
**5000 MacArthur Blvd.**  
**Oakland, CA 94613**

\* August 2003 to June 2006

Teacher Supervisor - Education Department

Supervise student teachers throughout their student teaching placements in elementary schools; co-teach Seminar for Student Teaching.

**TEACHER/COORDINATOR:**

**Grass Valley Elementary School**  
**4720 Dunkirk Ave.**  
**Oakland, CA 94605**

\* September 1993 - June 2005

Classroom Teacher - 4th. Grade

Teach all required subjects in a self-contained classroom setting

Teacher on Special Assignment (TSA)

Provide new teacher support. Complete all EIA/SCE duties and responsibilities as needed by State and Federal guidelines. Conduct inservices for staff and parents; maintain audit trail for state-funded (EIA/SCE) equipment; responsible for maintaining accurate data and pupil statistics, monitor the computer lab. Provide instruction to students identified as Most In Need in both a pull-out program and classroom setting for grades K-5.

Site Coordinator - SPECTRUM PARTNERSHIP

Liaison between the Partners and the schools; schedule and coordinate SPECTRUM activities and site specific meetings; facilitate an inquiry group; maintain Efficacy and Literacy materials; assist in creating an "Efficacious" environment.

**Sixth Avenue Elementary School  
3109 Sixth Avenue  
Los Angeles, California 90018**

Classroom Teacher - April 1983 - June 1987

Grades 2nd - 4th. Taught all subjects in a self-contained classroom setting.

Computer Lab Coordinator - September 1987 - June 1990

Operated the school's computer lab on a full-time basis for Chapter I students in grades 3rd - 6th in the areas of reading/writing and mathematics. Responsible for purchasing all software, inservicing teachers, parents and educational aides. Met with teachers to determine remediation needs of individual students.

Chapter I Coordinator and Computer Lab Coordinator

June 1990 - June 1992

Served as Chapter I Coordinator and Computer Lab Coordinator with the assistance of a Teacher's Assistant. Responsible for purchasing all textbooks, software and other learning aides in all subjects. Scheduled all Chapter I trips and related activities. Scheduled and administered all testing; provided inservicing for staff and parents; maintained audit trails for Chapter I equipment. In charge of computerization of student records; responsible for maintaining accurate Chapter I data and pupil statistics. Completed all other Chapter I duties and responsibilities as outlined in the job description. Operated the computer lab on a part-time basis.

INSTRUCTOR: (PART TIME)

**Santa Monica Community College  
English Department  
Santa Monica, CA**

Summer 1987 and summer 1988. Taught remedial English to a predominately limited English speaking student population. Administered reading and vocabulary placement tests and designed a program to meet individual student needs.

ADVISOR:

**Los Angeles Unified School District  
Division of Special Education  
450 North Grand  
Los Angeles, CA**

November 1976 - June 1979

Inserviced school personnel on P.L. 94-142. As a member of a team, designed workshops for staff and parents at various school sites.

TEACHER:

**Ascot Avenue Elementary School  
1447 E. 45th Street  
Los Angeles, CA**

January 1972 - November 1976. Maintained a self-contained classroom for Educable Mentally Retarded (EMR) students in grades 3rd - 6th until June 1976 and a self-contained 6th grade classroom until November 1976. Served as Psycho-Motor Coordinator from September 1975 to November 1976.

AWARDS/HONORS:

1989 - Chosen to be a member of LAUSD's team in conjunction with Apple Computer. Attended Hyperschool as part of Apple Computer's "New Initiative". Designed HyperCard programs in the areas of Language Arts and Science.

1987 - Chosen to be a member of LAUSD's team in the Elementary Summer Technology Training Institute conducted at California State University San Bernardino. Designed curriculum utilizing technology in the areas of Language Arts and Science.

1987 - Outstanding Academic Performance award from Pepperdine University for maintaining a 4.0 grade point in the Graduate School of Education and Psychology.

CREDENTIALS:

Standard Teaching Credential (valid for Life)  
California Community Colleges Instructor Credential - Basic Education  
(valid for Life)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM DD YYYY)  
08-12-2013

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).

<b>PRODUCER</b> KHOE & ASSOC INS SVCS/PHS 101169 P:(866)467-8730 F:(877)905-0457 PO BOX 33015 SAN ANTONIO TX 78265	<b>CONTACT NAME</b> _____
	<b>PHONE</b> (A.C. No. Ext.) (866) 467 2730 *AX A.C. No. 877) 905-0457
<b>EMAIL ADDRESS</b> _____	<b>INSURER(S) AFFORDING COVERAGE</b> _____
<b>INSURED</b> ELAINE ARMOUR-WORD 2011 PARKER ST BERKELEY CA 94704	<b>INSURER A</b> Sentinel Ins Co LTD <b>INSURER B</b> <b>INSURER C</b> <b>INSURER D</b> <b>INSURER E</b> <b>INSURER F</b>

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM DD-YYYY)	POLICY EXP (MM DD-YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>					
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
A	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> General Liab	<input checked="" type="checkbox"/>	57 SBM 250008	08/26/2013	08/26/2014	MED EXP (Any one person) \$ 10,000
	GEN L AGGREGATE LIMIT APPLIES PER					PERSONAL & ADV INJURY \$ 1,000,000
	POLICY PROJECT <input checked="" type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>					PRODUCTS COMP OP AGG \$ 2,000,000
A	ANY AUTO OWNED AUTOS	<input type="checkbox"/>	57 SBM 250008	08/26/2013	08/26/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>				BODILY INJURY (Per person) \$
	SCHEDULED AUTOS	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	NON-OWNED AUTOS	<input checked="" type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b>					
	EXCESS LIAB					EACH OCCURRENCE \$
	DED RETENTION \$					AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b>					
	ANY PROPRIETOR/PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>				WC STATUTORY LIMITS OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE EA EMPLOYEE \$
						E.L. DISEASE POLICY LIMIT \$

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

Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy.

**CERTIFICATE HOLDER**OAKLAND UNIFIED SCHOOL DISTRICT  
900 HIGH ST  
OAKLAND, CA 94601**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

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