Board Office Use: Le	gislative File Info.
File ID Number	13-1074
Introduction Date	6/26/13
Enactment Number	13-1297
Enactment Date	6/26/13



Community Schools, Thriving Students

Memo	
То	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
<b>Board Meeting Date</b> (To be completed by Procurement)	
Subject	Professional Services Contract Amendment - 1 <u>Elaine Armour-Word Berkeley CA</u> (Contractor, City/State) - <u>Burckhalter Elementary School</u> (site/department)
Action Requested	Ratification by the Governing Board of the amendment to the professional services contract between the District and <u>Elaine Armour-Word</u> . Services to be primarily provided to <u>Burckhalter Elementary School</u> for the period of <u>04/24/2013</u> through <u>06/21/2013</u> , in an amount not to exceed \$ 10,000.00
<b>Background</b> A one paragraph explanation of why an amendment is needed.	An amendment is needed to cover the Intervention Specialist's services through the close of the 2012-2013 school year. There was not enough funds available at the beginning of the school year to fund the number of hours needed. Consequently the original contract was for a number of hours only through April 23, 2013.
Discussion One paragraph summary of the amended scope of work.	Amendment #1 of a contract for services between OUSD and Elaine Armour-Word of Berkeley, CA for the latter to provide intervention to K-5 students identified as FBB, BB and/or B through using Achieve 3000 software. Achieve 3000 software requires at least 2 sessions/week to improve comprehension skills. Both Achieve 3000 and SuccessMaker track Lexile Reading Levels. The Specialist will provide weekly reports and analysis to teachers. The expected increase in Lexile Reading Levels of 25% - 45% will occur if students receive 30 minutes/day for a minimum of 4 days/week. This scope of work is from April 24 through June 21, 2013, increasing the "Not to Exceed Amount" from \$23,999 to \$33,999. All other terms and conditions in full force and effect.
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 <u>Burckhalter Elementary School</u> for the period of <u>04/24/2013</u> through <u>06/21/2013</u> , in an amount not to exceed \$10,000.00
Fiscal Impact	Funding resource name (please spell out) EIA/SCE
Attachments	<ul> <li>Contract Amendment</li> <li>Copy of original contract</li> </ul>

Board Office Use: Legislative File Info.						
13-1074						
6/26/13						
12-12-97						
6/20/13						



Community Schools, Thriving Students

# AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

a	nd	Elaine Armour-Word (CONTRACTOR	to between the Oakland Unified School District (OUSD) CTOR). OUSD entered into an Agreement with CONTRACTOR for services on 2, 2012, and the parties agree to amend that Agreement as follows:	
	Services	: The scope of work has change	d. 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:

The Technology Intervention Specialist will work until close of school. She is trained in Achieve 3000, SuccessMaker and Waterford software programs. Achieve 3000 and SuccessMaker software programs are aligned to the District's goal of accelerating student reading by 1.5 additional grade levels per year for 2rd - 5th graders as measured by the Scholastic Reading Inventory (SRI) assessment to reach grade level standards. The Waterford software program provides intervention to K - 1 students to ensure that students do not fall behind. In addition, the Technology Intervention Specialist will provide intervention to all students identified on benchmark assessments and/or STAR test as Far Below Basic, Below Basic and Basic to increase their Lexile Reading Scores between 25% - 45%

2.	Terms (duration):	Market The term of the contract is <u>unchanged</u> .	The term of the contract has changed.		
		s changed: The contract term is extended by ar ded expiration date is			
3.	Compensation:	The contract price is <u>unchanged</u> .	The contract price has <u>changed</u> .		

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

■ Increase of \$<u>10.000.00</u> to original contract amount

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

and the new contract total is Thirty-Three Thousand Nine Hundred Ninety-Nine dollars (\$33,999.00

 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)
			\$
		×	\$
			\$

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 President, Board of Education

Superintendent or Designee Certified:

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

Dat	e		
		E.	

Contractor Signati

Print Name, Title

RO315871

P.O. No.

## **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.

Amendment #1 of a contract for services between OUSD and Elaine Armour-Word of Berkeley, CA for the latter to provide intervention to K-5 students identified as FBB, BB and/or B through using Achieve 3000 software. Achieve 3000 software requires at least 2 sessions/week to improve comprehension skills. Both Achieve 3000 and SuccessMaker track Lexile Reading Levels. The Specialist will provide weekly reports and analysis to teachers. The expected increase in Lexile Reading Levels of 25% - 45% will occur if students receive 30 minutes/day for a minimum of 4 days/week. This scope of work is from April 24 through June 21, 2013, increasing the "Not to Exceed Amount" from \$23,999 to \$33,999. All other terms and conditions in full force and effect.

# SCOPE OF WORK

Elaine Armour-Word will provide a maximum of 250.00 hours of services at a rate of \$40.00 per hour for a

total not to exceed \$10,000.00 \_\_\_\_. Services are anticipated to begin on 04/24/2013 \_\_\_\_\_ and end on 06/21/2013

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.

Technology Intervention Specialist will work with all students K-5 who are identified as FBB, BB and/or B. Achieve 3000 software requires at least 2 sessions/week to improve comprehension skills. Both Achieve 3000 and SuccessMaker track Lexile Reading Levels. The Specialist will provide weekly reports and analysis to teachers. The expected increase in Lexile Reading Levels of 25% - 45% will occur if students receive 30 minutes/day for a minimum of 4 days/week. This exceeds OUSD's goal of accelerated Reading growth of 1.5 grade levels for 2nd - 5th grade. Both programs used in conjunction, will ensure students are on the path toward reaching Lexile Levels of 770 to 990 which places them on the path to College and Career Readiness.

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 paving 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.

The expected outcomes for all students identified by their Benchmark Assessment, SRI scores and California STAR (2-5) testing results as Far Below Basic, Below Basic and Basic will be an increase of at least 25% - 45% in Lexile Reading levels using the Achieve 3000 program as well as SuccessMaker and Waterford specialized intervention programs. These results will be measured on their Spring 2013 SRI and Benchmark Assessment tests. Students will be able to measure and monitor their own growth throughout the school year as a result of the detailed data analysis provided by the Technology Intervention Specialist. The Technology Intervention Specialist will share data with teachers as they plan targeted and differentiated instruction to ensure students are on the path to College and Career Readiness.

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	Prepare students for success in college and careers

1	Ensure	a hig	h quality	instructional	core	
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- Develop social, emotional and physical health
- Create equitable opportunities for learning
- High quality and effective instruction

Rev. 6/22/11 v3

 $\checkmark$ 

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.

# State and Federal Compliance - CSSSP Modifications 2012-13

School Site #:	105	School Name:	Burckhalter Elementary	-			,	Date APPROVE by SSC	12-Mar-13
#		Student Group Impacted		Strategic Action	Resource	Object Name	Object Code	Position Code	TE Budget Amount
1	1B: Science, Technology, Engineering, Mathematics (STEM)	All Students	105SQI1B2507	Fund outdoor education opportunities focused on science, mathematics and technology	7090 - EIA-SCE	Admission Fees	5829		\$800.00
2	1B: Science, Technology, Engineering, Mathematics (STEM)	All Students	105SQI1B2509	Transportation to support outdoor education opportunities focused on science, mathematics and technology	7090 - EIA-SCE	External work order services			\$2,200.00
3	1B: Science, Technology, Engineering, Mathematics (STEM)	All Students		Supplies to support EIA/SCE students' specific needs; strengthen ELA proficiency and Math proficiency.	7090 - EIA-SCE	SUPPLIES	4310		\$15,706.48
4	1B: Science, Technology,	Far Below Basic,	105SQI1B760	Technology (software,	7090 -	CONSULTAN	5825		\$10,000.00
	Engineering, Mathematics (STEM)	Below Basic, and Basic		hardware) is utilized to respond to students' needs (intervention, acceleration)	EIA-SCE				
5	1E: Accelerating Students through Targeted Approaches* (Collaborative Teacher Inquiry/African American Male Achievement/Academic Language & Literacy/Focal 15/English Learners/Students with Disabilities/GATE)	English Learners	105SQI1E2708	Supplies to support English Learners specific needs; strengthen English Language poroficiency	7091 - EIA-LEP	SUPPLIES	4310		\$983.00
6	4A: Family & Community Engagement	All Students	105SQ14A2543	needs; convene quarterly parent education	3010 - Title I - Parent	Meeting Refreshments	4311	Drograme	\$73.72
7					pepartme	nt of State & F	euclai	riugianio	
8 9					An		1-	4/2/10	
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11				1	7	Date			

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PLEASE POST Reminder: No School Monday-Monday, March 25<sup>th</sup> –April 1<sup>st</sup> Spring Recess Students return on Tuesday, March 2<sup>nd</sup>

Burckhalter Elementary School School Site Council General Meeting March 12, 2013, 5:00-6:30 p.m. Library (Upstairs) Second Floor

# AGENDA

Item	Description/Actions	Action Requested of SSC Members	
1. Welcome/Call to Order/Establish Quorum			
2. Approval of Minutes(5 Minutes)	Action Item: Approval of Minutes of 1/8/13	<ul> <li>Voting Item</li> </ul>	
3. Monthly Data Review (Attendance, ELA Benchmark, Behavior)	Clara J. Roberts, Carin Geathers, Teachers	<ul> <li>Informational</li> </ul>	
4. Review SSC Categorical Budgets for February 2013(10 Minutes)	Carin Geathers, Clara J. Roberts	<ul> <li>Voting Item (if amended)</li> </ul>	
5. Monthly DAC Representative Report (10 minutes)	Patricia Blanson	<ul> <li>Informational</li> </ul>	
6. Update on 2013-14 CSSSP Plan(15 minutes)	Carin Geathers, Clara J. Roberts	<ul> <li>Voting Item</li> </ul>	
7. Announcements(5 Minutes)	Announcement of School-wide Events, Calendar, etc	Informational	
8. Public Comment(10 Minutes)			
9. Adjournment		<ul> <li>Voting Item</li> </ul>	

Next SSC Meeting: TBD

# **PLEASE POST**

# Burckhalter Elementary School School Site Council Meeting Minutes March 12, 2013

- I. Meeting called to order at 5:43 pm by Mrs. Patricia Blanson, Chairperson.
- II. Quorum established. SSC Members present: Patricia Blanson (chair,); Jeanie Ware (vice chair, P); Ayana Adanandus (P); Kim Thomas (P); Wendy Reynolds (P); Monique Hunter (P); Zotunde Morton (C); Lillie Manning (T); Meghan Whitacre (T); Elyada Davis; Clara Roberts (Principal); Carin Geathers (Principal). Absent: Dorothy Collins (Cl)
- III. Mrs. Blanson welcomed all members to the meeting, members read the Minutes from the January meeting. Mrs. Blanson made a motion, seconded by Ms. Geathers, to approve the Minutes with one correction.
- IV. Ms. Geathers distributed attendance, ELA Benchmark, Math Benchmark, DIBELS and SRI data. Members discussed. Academic Mentor has been hired to work with second and third grade students who are currently not at benchmark in either ELA or Math.
- V. Ms. Geathers briefly reviewed the March 2012 budget with most recent budget allocations in Title I, EIA/SCE, EIA/LEP. She highlighted Surplus allocations in EIA/SCE, EIA/LEP, Title I Parent and Title I and discussed priorities for end-of-the-year supplies, 2013-2014 needs, and Allocations and recommendations to support CSSSP goals.

Categorical Fund	Justification	Amount	From	То
EIA/LEP	Monies needed to purchase needed supplies for 2013-2014	\$983.00	4200 Books OTEXT	4310 Supplies
EIA/SCE #	Transportation needed for remaining field trips	\$2200.00	4392 Mid Year Adjustment	5826 External Work Order Services
EIA/SCE #	Admission fees payments for remainder of 2012-13 school year	\$800.00	4392 Mid Year Adjustment	5829 Admission fees
Title I-Parent #	Monies needed for meeting refreshments	\$73.72	4392 Mid Year Adjustment	4311 Meeting Refreshmernts
EIA/SCE #	Purchase supplies and teaching materials needed for students	\$8000.00	4392 Mid Year Adjustment	4310 Supplies
EIA/SCE #	Increase Consultant Contract to continue intervention for students not meeting proficiency	\$10,000.00	4392 Mid Year Adjustment	5825 Consultants
EIA/SCE #	Purchase supplies and teaching materials needed for students	\$7,706.48	4392 Mid Year Adjustment	4310 Supplies

VI. The following budget transfers were approved;

Upcoming events: Members discussed upcoming events including Ujimaa Showcase (4/18/13),

Spring recess (3/25-4/1), CST/CMA testing and OFASS summer school to be held at Burckhalter.

Motion to adjourn meeting made by Mrs. Blanson, seconded by Meghan Whitacre. Motion carried **unanimously.** Meeting adjourned at 6:50 pm.

Respectfully Submitted,

Carín Geathers

	School Site Council Meetin	g			
hool Burckhafter	Sign-In Date	3/12/	2013	_	
Printed Name	Signature	Staff	Parent or Comm.	Student Rep	Other Attendees
Carin Geathers	Ca Sert	X			
Elyata Davis	Del ate Davs	X			
Zotunde Morton	John P		X		
bonnie White	Cofere Upra		P		
Meghan Whitache -	Mehribhit	X	(		
PATRICIA BLADEN	Patrici Bla		X		
Villie M. Manning	Lint out	X			
Jaup marine 2.	Angling Area	~			
Kimborely The mar	Vet. anie		1		
Won', Remi	M. L. Prov. II		X		
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Department of Accountability, OUSD, August 2004

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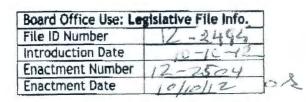
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nity Schools, Thriving	3 210001113	AMENDM	ENT ROUTING	FORM	AP. 2	012-2013	
	PROFE	ESSIONAL SEI	RVICES CONTR	аст <u>Аме</u>	NDMENT	No. 1	
			Directions		4		
ervices beyond the	e original cor	ntract cannot be pro	vided until the amend s been increased by	ment has been	n fully approve	d and the Purchase Order	
<ol> <li>Insert the amendment</li> <li>If contract requisition</li> </ol>	amendment n <sup>.</sup> total amount with the orig ract originato	ontract originator re number (i.e. if this is t has increased, the <b>ginal PO number ret</b>	ach agreement on mo the first amendment scope of work has cho <b>erenced in the item</b>	dification to or enter "1," seco nged. OUSD c <b>description</b> .	ond enter "2," e contract origina	tc.) at the top of the	
hen the contract	amendment	is approved Procure	ment will add additio	onal funds to ·	the <u>original</u> Pu	rchase Order.	
ttachment hecklist	Amended	Scope of work (Be s	cluding Board Memo a pecific as to what addit original contract and a	ional work is be	eing done by thi	s consultant.)	
USD Staff Contact	Emails about the	is contract should be ser			ousd.k12.ca.us		
			Contractor Informat				
ontractor Name USD Vendor ID #	Elaine Armou	ur-Word	Agency's Cor Title	tact Consulta	ant		
treet Address	1002939 2011 Parker	St.	City Berk		State CA	Zip 94704	
elephone	(510) 333-82	265		eword70@gma			
	Compe	nsation and Terms	s – Must be within t	he OUSD Bill	ing Guideline	es	
iginal Contract Am		3,999.00	Original PO N		D	302033 P13020	
		,000.00			The start		
New Total Contract Amount \$33,999.00		Start Date	04/24/2013	End Date 06/21/2013			
ay Rate Per Hour (R	equired)	40.00	Number of Ho	UITS (Required)	250.00		
	C. A. Santa		Budget Informatio				
	nning to multi-fu esource Name		funds, please contact the Org Key	State and Feder	Object Code	completing requisition. Amount	
4859	EIA/SCE		1054859101		5825	\$ 10,000.00	
	200002				5825	\$	
					5825	\$	
		Approval and	Routing (in order of	annroval sten	(2		
	ve original cont					chase Order amount has been	
creased by Procureme	ent.	hat this vendor does r	not appear on the Exclu			pls.gov/epls/search.do)	
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COUSD Administration Site / Department Signature	ent. rator verifies th cor or Manager t. M. M. M.	Name Carin C Burckhalter Ele Clava	Geathers/Clara Roberts	ded Parties Lis Phone 51 Date Approve	et (https://www.e 107297700	Ppls.gov/epls/search.do) Fax 5107297703	
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Constraintly Schewits, Thriving Students

Memo	
То	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)	10/10/12
Subject	Professional Services Contract - Elaine Armour-Word Berkeley CA (contractor, City State)
	Burckhalter Elementary School (site/department)
Action Requested	Ratification of a professional services contract between Oakland Unified School District and Elaine Armour-Word, Services to be primarily provided to Burckhalter Elementary School for the period of 08/22/2012
<b>Background</b> A one paragraph explanation of why the consultant's services are needed.	Technology Intervention Specialist to provide ELA/Math intervention to FBB, 8B and Basic atudents integrating technology (SuccessMaker software, Envision Mathematics). Technology Specialist will provide intervention so that more students can be served the recommended amount of time by the SuccessMaker Program.
Discussion One paragraph summary of the scope of work.	Technology Intervention Specialist will work with all students K-5 requiring intervention. For students to be successful with the SuccessMaker program, their attendance is required in the computer lab a minimum of 4 days per week. Data shows that the more hours on the SuccessMaker Program, the larger the gain by all students. The specialist will also provide reports and analysis of growth to teachers on a weekty basis highlighting students' progress.
Recommendation	Ratification of professional services contract between Oakland Unified School District and Elaine Armour-Word Services to be primarily provided to <u>Burckhalter Elementary School</u> for the period o 08/22/2012 through 06/21/2013
Fiscal Impact	Funding resource name (please spell out) Title ! EIA/SCEnot to exceed \$ 23,989,00
Attachments	<ul> <li>Professional Services Contract including scope of work</li> <li>Fingerprint/Background Check Certification</li> <li>Commercial General Liability Insurance Certification</li> <li>TB screening documentation</li> <li>Statement of qualifications</li> </ul>

www.ousd.k12.ca.us

Board Office Use: Legis	lative File Info.
File ID Number	12-2495
Introduction Date	10-10-12-
Enactment Number	12-2504
Enactment Date	10/0/200



# **PROFESSIONAL SERVICES CONTRACT 2012-2013**

This Agreement is entered into between the Oakland Unified School District (OUSD) and <u>Elaine Armour-Word</u> (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:

- 1. 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 <u>August 22, 2012</u>, 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 June 21, 2013
- 3. Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Twenty-Three Thousand Nine Hundred Ninety-Nine Dollars (\$23999 Dollars (\$2399 Dollars (\$239

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

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

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after 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.

- 4. Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  - 1. Individual consultants:

E 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.

2. Agencies or organizations:

Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.

- 6. 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.

7. 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:	CONTRACTOR:							
Name: Carin Geathers	Name: Elaine Armour-Word							
Site /Dept.: Burckhalter Elementary School	Title: Consultant							
Address: 3994 Burckhalter Ave.	Address: 2011 Parker St.							
Oakland, CA 94605	Berkeley CA 94704							
Phone: 510-729-7700	Phone: <u>510-333-8265</u>							

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.

- Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
- 2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
  - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
  - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.
- 9. Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. OUSD being interested only in the results obtained.

#### 10. Insurance:

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

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured of one coverage 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 gualifications, 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 for all Employees and Contractor with OUSD pupils in providing services 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.

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:
  - 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.epis.gov/epis/search.do)

Summary of terms and compensation:

Anticipated start date: 08/22/2012

Work shall be completed by: 06/21/2013

Total Fee: \$ 23,999.00

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education Superintendent or Designee Right

Secretary, Board of Education

File ID Number: 12-249 3 Introduction Date: 10/10/12 Enactment Number: 12-Enactment Date: 1010112

By: O.A Rev. 4/11/12 v1

Elaine Armour-Word Consultant Print Name, Title

Pene 4 of 8

### **EXHIBIT "A" Scope of Work**

## DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR'S entire Proposal is <u>not</u> 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 <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

Technology Intervention Specialist will work with all students K-5 who are identified as FBB, BB and/or B. Achieve 3000 software requires at least 2 sessions/week to improve comprehension skills. Both Achieve 3000 and SuccessMaker track Lexile Reading Levels. The Specialist will provide weekly reports and analysis to teachers. The expected increase in Lexile Reading Levels of 25% - 45% will occur if students receive 30 minutes/day for a minimum of 4 days/week. This exceeds OUSD's goal of accelerated Reading growth of 1.5 grade levels for 2nd - 5th grade. Both programs used in conjunction, will ensure students are on the path toward reaching Lexile Levels of 770 to 990 which places them on the path to College and Career Readiness.

# SCOPE OF WORK

Elaine Armour-Word	_ will provide a maximum of 600.00 hours of services at a rate of \$40.00 per hour for a
	00/00/0012

total not to exceed \$23,999.00 \_\_\_\_\_. Services are anticipated to begin on 08/22/2012 and end on 06/21/2013

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.

The Technology Intervention Specialist will work with all students K-5 who are identified by Benchmark Assessments and/or California STAR testing as Far Below Basic, Below Basic and Basic . Achieve 3000 intervention software requires that students complete at least 2 sessions/week to improve comprehension skills. Both Achieve 3000 and SuccessMaker monitor and track Lexile Reading Levels as students progress. The expected increase in Lexile Reading Levels of 25% - 45% will occur if students receive 30 minutes/day for a minimum of 4 days/week. This exceeds OUSD's goal of accelerated Reading growth of 1.5 grade levels for 2nd - 5th grade. Both programs used in conjunction, will ensure students are on the path toward reaching Level of 770 to 990 which is on the path to College and Career Readiness. The Specialist will provide reports and analysis to teachers on a weekly basis of students' progress.

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.

The expected outcomes for all students identified by their Benchmark Assessment, SRI scores and California STAR (2-5) testing results as Far Below Basic, Below Basic and Basic will be an increase of at least 25% - 45% in Lexile Reading levels using the Achieve 3000 program as well as SuccessMaker and Waterford specialized intervention programs. These results will be measured on their Spring 2013 SRI and Benchmark Assessment tests. Students will be able to measure and monitor their own growth throughout the school year as a result of the detailed data analysis provided by the Technology Intervention Specialist. The Technology Intervention Specialist will share data with teachers as they plan targeted and differentiated instruction to ensure students are on the path to College and Career Readiness.

3.	Alignment with District Strategic Plan:	Indicate the goals and visions supported by the services of this contract:
	(Check all that apply.)	
	Final Ensure a high quality instructional core	Prepare students for success in college and careers

Develop social, emotional and physical health	Safe, healthy and supportive schools
Create equitable opportunities for learning	Accountable for quality
High quality and effective instruction	Full service community district

Professional Services Contract

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- 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: 4515
  - 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.

# 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:756 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. 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. Meeting announcement for meeting in which the SPSA modification was approved. Minutes for meeting in which the SPSA modification was approved. Sign-in sheet for meeting in which the SPSA modification was approved.



PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

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Site / C	Department	17-	Burckhalter Elementary School			Fax	(510) 729-7703					
Signature	1 hrun	1/Lea	thers		Date Approved			Approved	7/21/12			
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