Board Office Use: Leg File ID Number	14-0150 OAKLAND UNIFIE
Introduction Date	S 28/14 SCHOOL DISTRIC
Enactment Number	14 -0845 Serie Distric
Enactment Date	S 28 14 Community Schools, Thriving Studer
Memo	
То	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 Beverly McCleave-Watkins Oakland CA (Contractor, City/State) - State & Federal Programs (950) for St. Leo the Great School (73 (site/department)
Action Requested	Ratification by the Governing Board of the amendment to the professional services contract between the District and Beverly McCleave-Watkins Services to be primarily provided to State & Federal Programs (950) for St. Leo the for the period of
Background A one paragraph explanation of why an amendment is needed.	OUSD is required by federal law to allow private non-profit schools to participate in the OUSD Title I Par Program. Schools that choose to participate are provided with "fair and equitable" Title I Part A services after they have complied with program requirements. After consultation with the private school to reach agreement on the type of instructional support services to be provided, the OUSD Private Schools Program administers the agreed upon Title I Part A Program instructional support services.
Discussion One paragraph summary of the amended scope of work.	The consultant will provide supplemental instructional services for eligible and identified private school students. The consultant will focus on instruction that improves student academic achievement in the for areas of English Language Arts and/or Mathematics. The instructional program will be implemented in a way as to include a variety of effective instructional techniques and strategies.
Recommendation	Ratification by the Governing Board of the amendment to the professional services contract between the District and <u>Beverly McCleave-Watkins</u> . Services to be primarily provided to <u>State & Federal Programs (950) for St. Leo the</u> for the period of <u>09/30/2013</u> through <u>06/30/2014</u> , in an amount not to excee $$6,303.00$
Fiscal Impact	Funding resource name (please spell out) <u>Title IA</u> not to exceed \$6,303.00
Attachments	
Attachments	Contract Amendment

Int	Deard Office Use: Legislative File Info. e ID Number 14-0750 indiction Date 5/28/10 inactment Number 10-08/45 inactment Date 5/28/10 AMENDMENT NO1 Community Schools, Thriving Students TO PROFESSIONAL SERVICES CONTRACT
â	This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Beverly McCleave-Watkins</u> (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 09/30 /, 20 <u>13</u> , 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:
2.	Terms (duration): The term of the contract is <u>unchanged</u> . If the term has changed: The contract term is extended by an additional(days/weeks/months), and the amended expiration date is

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)
			\$
			\$
			\$

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

OAKLAND UNIFIED SCHOOL DISTRICT

5/29/14

Superintendent or Designee Edgar Rakestraw; Jr., Secretary Board of Education

President, Board of Education

CONTRACTOR

Beverly McCleave Wattins Print Name, Itle Consultant

New Reg. No R0410467 P.O. No. P1402616 Rev. 6/13 v1

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.

The consultant will provide supplemental instructional services for eligible and identified private school students. The consultant will focus on instruction that improves student academic achievement in the focus areas of English Language Arts and/or Mathematics. The instructional program will be implemented in such a way as to include a variety of effective instructional techniques and strategies.

SCOPE OF WORK

Beverly McCleave-Watkins will provide a maximum of <u>95.50</u> hours of services at a rate of <u>\$66.00</u> per hour for a total not to exceed <u>\$6,303.00</u>. Services are anticipated to begin on <u>09/30/2013</u> and end on <u>06/30/2014</u>.

 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 consultant will provide supplemental Title I instructional services for eligible and identified private school students. The consultant will focus on instruction that improves student academic achievement in the target areas of English Language Arts, Reading, and Mathematics. The standards-based instructional program will include a variety of effective instructional strategies and techniques.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Title I, Part A provides supplementary instruction through a third-party contractor to students who are educationally disadvantaged and failing or are most at risk of failing to meet high academic standards, and who live in areas of high poverty. As a result of receiving Title I part A Program services, students attending this specific non-profit private school located in Oakland will improve their academic achievement as measured by the designated assessment instrument in the instructional area in which they received individual tutoring and/or small group supplemental support. The individualized supplemental support provided will result in a gain of academic skills by the targeted students and enable them to be more fully engaged and successful in school. These students will have improved school attendance which supports gains in performance in core academic areas and successful ongoing completion of successive grade levels which results in graduation from high school.

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

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

Scope of Work AMENDMENT #1 2013-2014

Contractor Name: Beverly McCleave-Watkins, Ph.D.

School Name: Saint Leo the Great

Scope of Work:

Consultant will work with school staff to design and implement supplemental instructional programs for identified students. These programs will provide extended support services in Reading, Language Arts and Math to identified students within the Title I Program. The Consultant will conduct an annual, informational meeting about the Title I Program for all affected parents, and will confer with parents of identified students, as needed, throughout the Program duration.

Consultant will provide a maximum of 77, hours of service at a rate of \$66.00, per hour for a total not to exceed \$5,082.00.

MODIFICATION: The consultant will provide an additional 95.50 hours of service at the rate of \$66.00 per hour for a new contract total not to exceed \$11,385.00

Deliverables:

- Academic Improvement Plan for identified students
- Schedule and description of services provided at school
- Record of students served and instruction provided
- Baseline assessment, examples of work, and post-instruction assessment data on skills being reinforced
- Summary Report of students' academic growth (due June 30)
- Documentation of Annual Title I Program meeting for parents
- Documentation of review and approval of Home-School Compact

Goals:

- Student progress demonstrated by improvement from baseline to post- instruction assessment
- Improved grades and test scores on class work
- Teacher reports of student improvement
- Parent reports of student improvement
- Documentation of Program effectiveness and efficiency

- 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.



AMENDMENT ROUTING FORM

PROFESSIONAL SERVICES CONTRACT AMENDMENT NO. ____

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OUSD Staff Conta	act Emails at	out this contra	ict should be sen	nt to: (Req	uired)	mild	red.otis@	ousd.k1	2.ca.us		-	
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OUSD Vendor ID					Title			ultant	- 1			
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Telephone	(510) 5	20-9267		E	Email	bwatkin	ns@csdo.	org				
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Rev. 6/13 v1			THIS	FORM IS	NOT A	CONT	RACT					



AMENDMENT ROUTING FORM

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. ____

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i	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										
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File ID Number	14-0050				
Introduction Date	\$12612014				
Enactment Number	14-0263				
Enactment Date	2-26-144				



Community Schools, Thriving Students

(contractor, City State)

Memo

The Board of Education

Professional Services Contract -

Beverly McCleave-Watkins

2-26-14

From

Gary	Yee, Ph.D., Superintendent
	By: Maria Santos, Deputy Superintendent, Instruction, Leadership &
	Equity-in-Action
	Vernon Hal, Deputy Superintendent, Business & Operations
	1Put

Oakland

Board Meeting Date (To be completed by Procurement)

Action Requested

explanation of why

services are needed.

the consultant's

Background A one paragraph

Subject

Ratification of a professional services contract between Oakland Unified SchoolDistrict and Beverly McCleave-WatkinsOaklandCAbe primarily provided to950-State & Federal Programs for 735-St. Leo the Great School for the period of09/30/2013through06/30/2014OUSD is required by federal law to allow private non-profit schools to participate in the

950-State & Federal Programs for 735-St. Leo the Great School (site/department)

CA

OUSD Title I Part A Program. Schools that choose to participate are provided with "fair and equitable" Title I Part A services after they have complied with program requirements. After consultation with the private school to reach agreement on the type or instructional support services to be provided, the OUSD Private Schools Program administers the agreed upon Title I Part A Program instructional support services.

Discussion One paragraph summary of the scope of work.

The consultant will provide supplemental instructional services for eligible and identified private school students. The consultant will focus on instruction that improves student academic achievement in the focus areas of English Language Arts and/or Mathematics. The instructional program will be implemented in such a way as to include a variety of effective instructional techniques and strategies.

Title IA

not to exceed \$ 5,082.00

Recommendation Ratification of professional services contract between Oakland Unified School District and Beverly McCleave-Watkins Oakland CA Services to be primarily provided to 950-State & Federal Programs for 735-St. Leo the Great School for the period of 09/30/2013 through 06/30/2014

Fiscal Impact

Attachments

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

Funding resource name (please spell out)

Board Office Use: Legi	stative File Into.
File ID Number	14-0050
Introduction Date	2/26/2014
Enactment Number	14-0263
Enactment Date	2-26-14 4



PROFESSIONAL SERVICES CONTRACT 2013-2014

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

- Services: The CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
- Terms: CONTRACTOR shall commence work on <u>09/30/2013</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 <u>06/30/2014</u>.
- 3. Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Five Thousand Eight-Two Dollars (\$5,082.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

- Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - 1. Individual consultants:
 - Tuberculosis Clearance Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.

Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.

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.

 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: Natoya Brice	Name: Beverly McCleave-Watkins Oakland CA
Site /Dept .: 950-State & Federal Programs for 735-St. Leo the Great Schoo	Title: Consultant
Address: 1000 Broadway Suite 450	Address: 2920 Carisen Street
Oakland, CA 94607	Oakland CA 94602
Phone: 510-879-1037	Phone: 510-520-9267

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 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.

- 12. Assignment: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 13. Anti-Discrimination. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
- 14. Drug-Free / Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
- 15. Indemnification: CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 16. Copyright/Trademark/Patent/Ownership. CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 17. Waiver: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 18. Termination: OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 19. Conduct of Consultant. CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:

1. Tuberculosis Screening

2. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial:_____

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

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

- 22. Limitation of OUSD Liability. Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. Confidentiality. The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

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

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

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

Summary of terms and compensation:

Anticipated start date: 09/30/2013

Work shall be completed by: 06/30/2014

Total Fee: \$ 5,082.00

Cleave-Watkins

OAKLAND UNIFIED SCHOOL DISTRIC

President, Board of Education

Superintendent or Designee

Secretary Board of Education

File ID Number: 14 Introduction Date: 27 Enactment Number: **Enactment Date:**

Bv:

CONTRACTOR

Contractor Signature

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.

SCOPE OF WORK

Beverly McCleave-Watkins	Oakland	CA	will provide a maximum of	77hou	urs of services at a rate of \$66.00	per hour for a
total not to exceed \$ 5,082	2.00	Services	are anticipated to begin on	09/30/2013	and end on 06/30/2014	

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

Please See Attached Scope Of Work.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Title I, Part A provides supplementary instruction through a third-party contractor to students who are educationally disadvantaged and failing or are most at risk of failing to meet high academic standards, and who live in areas of high poverty. As a result of receiving Title I part A Program services, students attending this specific non-profit private school located in Oakland will improve their academic achievement as measured by the designated assessment instrument in the instructional area in which they received individual tutoring and/or small group supplemental support. The individualized supplemental support provided will result in a gain of academic skills by the targeted students and enable them to be more fully engaged and successful in school. These students will have improved school attendance which supports gains in performance in core academic areas and successful ongoing completion of successive grade levels which results in graduation from high school.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

(Check all that apply.)

- 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.

- 09/28/2010 11:17 FAX 5100854 5314

Beverly McCleave-Watkins, PhD 2920 Carlsen Street Oakland, CA 94602 510-520-9267

Educational Background:

B.A. Psychology, Macalester College
M.A. Psychology, UCLA
Ph.D., Psychology, Columbia Pacific University
Certificates Awarded for Specialized Training include: Dyslexia Assessment and Remediation (Barton System)
Elementary, Middle and High School Math
Writing for Elementary, Middle and High School Students
Identifying and Accommodating Specific Learning Disabilities

Work Experience:

2000-present

Special Needs Coordinator, Saint Leo the Great School Math Tutor, and Summer School Teacher, Saint Leo the Great School Administrative Management Team Member, Saint Leo the Great School

1995-present

Education Consultant/Therapeutic Tutor (Private Practice) Clients include Elementary, Middle and High School Students

Reference:

Available Upon Request

Beverly McCleave-Watkins 2013 – 2014 Saint Leo the Great School Scope of Work

Contractor Name:

Beverly McCleave-Watkins, Ph.D. Saint Leo the Great School

Nature of Work:

Consultant will work with school staff to design and implement supplemental instructional programs for identified students. These programs will provide extended support services in Reading, Language Arts and Math to identified students within the Title I Program. The Consultant will conduct an annual, informational meeting about the Title I Program for all affected parents, and will confer with parents of identified students, as needed, throughout the Program duration.

Consultant will provide a maximum of 77 hours of service at a rate of \$66.00, per hour for a total not to exceed \$5082.00

(These hours are subject to modification with revised school allocations.)

Deliverables:

- Academic Improvement Plan for identified students
- Schedule and description of services provided at school
- Record of students served and instruction provided
- Baseline assessment, examples of work, and post-instruction assessment data on skills being reinforced
- Summary Report of students' academic growth (due June 30)
- Documentation of Annual Title 1 Program meeting for parents
- Documentation of review and approval of Home-School Compact

Goals:

- Student progress demonstrated by improvement from baseline to postinstruction assessment
- Improved grades and test scores on class work
- Teacher reports of student improvement
- Parent reports of student improvement
- Documentation of Program effectiveness and efficiency

Search Results

Current Search Terms: beverly* McCleave-Watkins

No records found for current search.

SAM | System for Award Management 1.0

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



HUMAN RESOURCES SERVICES & SUPPORT

August 7,2013

Beverly McCleave-Walkins

RE: Authorization to proceed with consultant contract processing

Dear Beverly McCleave-Walkins:

This letter is to inform you that you have successfully completed the HRSS pre-consultant review process.

This authorization to proceed shall expire at the conclusion of the **2013–2014** school year. Please note that the District may not proceed with the processing of your consultant contract unless and until you present a copy of this letter to the administrator requesting your services.

Thank you for your commitment to help support and enhance the educational experience of Oakland students.

Sincerely,

Lavue Sandoral

Darcie Sandoval HRSS Representative

Cole Complex, 1011 Union Street, Auditorium Oakland CA 94607

510-879-0202 w www.eusd.k12.ca.us

The Oakland Unified School District does not discriminate in any program, activity, or in employment on the basis of actual or perceived race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, sex, or sexual orientation.

OAKLAND UNIFIED

OUSD USE ONLY

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The ACORD name and logo are registered marks of ACORD

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THIS FORM IS NOT A CONTRACT