gislative File Info.
14-0765
5-2814
14-0847
5/28/14



Community Schools, Thriving Students

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Memo	
То	Board of Education
From	Gary Yee Ed.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)	•
Subject	Professional Services Contract Amendment - 1  Madeline Hewitt-Reiter Berkeley CA (Contractor, City/State) -  State & Federal Programs (950) for St. Martin de Porres (736) (site/department)
Action Requested	Ratification by the Governing Board of the amendment to the professional services contract between the District and Madeline Hewitt-Reiter  Services to be primarily provided to State & Federal Programs (950) for St. Martin d for the period of08/26/2013 through06/30/2014, in an amount not to exceed \$ 3,600.00
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 Title I Part A Program. Schools that choose to participate are provided with "fair and equitable" Title 1 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 Title 1 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.
Recommendation	Ratification by the Governing Board of the amendment to the professional services contract between the District and Madeline Hewitt-Reiter  Services to be primarily provided to State & Federal Programs (950) for St. Martin c for the period of 08/26/2013 through 06/30/2014, in an amount not to exceed \$3,600.00
Fiscal Impact	Funding resource name (please spell out) Title IA
Associate	not to exceed \$3,600.00
Attachments	Contract Amendment

Copy of original contract

Board Office Use: Leg	islative File Info.
File ID Number	14-0.765
Introduction Date	5-28-14
<b>Enactment Number</b>	14-0847
Enactment Date	5/28/14



Community Schools, Thriving Students

# TO PROFESSIONAL SERVICES CONTRACT

а	This A madeline Hewitt-		JSD entered into an Agreem	District (OUSD) nent with CONTRACTOR for services on nend that Agreement as follows:
1.	Services:	he scope of work has changed.	ONLY the fur	nding source has changed.
ı	expected final results, such	changed: Provide brief description as services, materials, products, an attached. OR, The CONTRACTOR	d/or reports; attach additiona	including a measurable description of all pages as necessary. wing amended services:
2.		e term of the contract is <u>unchanged</u>		ne contract has <u>changed</u> .
		<b>iged:</b> The contract term is exter piration date is		(days/weeks/months),
3.		e contract price is <u>unchanged</u> .  has changed: The contract pr		orice has <u>changed</u> .
		of \$ 3,600.00 to or		
		e of \$to or		
	and the new contract	total is Fifteen Thousand, Eight	Hundred Fifty	dollars (\$ <u>15,850.00</u> )
5.	and in full force and effect Amendment History:			nent(s) if any, shall remain unchange  busly been amended as follows:
	No. Date	General Description	of Reason for Amendment	Amount of Increase (Decrease)
				\$
				\$
				\$
6.	Approval: This Agreemed signature by the State Adr	ninistrator, the Board of Education	shall be made to Contracton, and/or the Interim Sup	or until it is approved. Approval require perintendent as their designee.

### **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 Title 1 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.

	3				
		SCOPE OF	Work	<u> </u>	
Ma	adeline Hewitt-Reiter wil	I provide a maximum	of 72.00	hours of services at a rate of \$50.00 per hour	for a
tota	al not to exceed \$3,600.00 Services are	anticipated to begin	on 08/26/2	2013 and end on 06/30/2014	
1.	Description of Services to be Provabout what service(s) OUSD is purchasing a			of the service(s) the contractor will provide. Be spe-	cific
	Please see attached Scope of Work.				
2.	result of the service(s): 1) How many more children are attending school 95% or more? many more Oakland children have access	re Oakland children 3) How many more to, and use, the hea	are graduated students had been serviced at the service are serviced at the serviced at th	rvices of this Contract? Be specific. For example, uating from high school? 2) How many more Oal have meaningful internships and/or paying jobs? 4) es they need? Provide details of program particip NOT THE GOALS OF THE SITE OR DEPARTME	kland How ation
	and failing or are most at risk of failing to me receiving Title I part A Program services, stu their academic achievement as measured by individual tutoring and/or small group supple academic skills by the targeted students and	et high academic star dents attending this s y the designated asse- mental support. The i d enable them to be m oports gains in perform	ndards, an specific nor essment ins individualiz nore fully en mance in co	ractor to students who are educationally disadvanta- and who live in areas of high poverty. As a result of an-profit private school located in Oakland will impro astrument in the instructional area in which they rece zed supplemental support provided will result in a g engaged and successful in school. These students we core academic areas and successful ongoing comple	ove eived ain of will
3.	Alignment with District Strategic I (Check all that apply.)	<b>Plan:</b> Indicate the g	oals and v	visions supported by the services of this contract:	
	Ensure a high quality instructional core			repare students for success in college and careers	
	Develop social, emotional and physical h			afe, healthy and supportive schools	
	Create equitable opportunities for learning	ng		ccountable for quality	
	✓ High quality and effective instruction		Fu	ull service community district	

Rev. 6/13 v1 Page 5 of 6

# 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 of the modification. 4. Sign-in sheet for meeting in which the SPSA modification was approved.

Rev. 6/13 v1 Page 6 of 6

## Scope of Work AMENDMENT #1 2013-2014

Contractor Name: Madeline Hewitt-Reiter

School Name: St. Martin de Porres

Scope of Work:

Madeline 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 245, hours of service at a rate of \$50.00, per hour for a total not to exceed \$12,250.00.

MODIFICATION: The consultant will provide an additional 72 hours of service at the rate of \$50.00 per hour for a new contract total not to exceed \$15,850.00

## 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



# **AMENDMENT** ROUTING FORM

2013-2014

# PROFESSIONAL SERVICES CONTRACT AMENDMENT No. \_\_\_\_1\_\_\_

					D	irection	IS					
Servi	ces beyond	the origina	al contr	act cannot be prov				has b	een fully	approve	d and the P	urchase Order
Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.												
1	<ol> <li>Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.</li> <li>Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the</li> </ol>											
2			ent nun	nber (i.e. if this is t	the firs	t amend	ment enter	"1," se	cond ent	er "2," et	c.) at the t	top of the
	amendme											
3				as increased, the s						ct origina	tor c <b>reate</b> :	s new
				nal PO number ref						l Paris and a second		attended to
4			ginator	submits amendmer	it packe	et to Pro	curement to	or app	roval wit	nin Two w	eeks of cre	eating the
\4/b	requisition		nant in	approved Procure	mant u	مام مان	dditional f	unde t	a the or	ininal Dur	chara One	lon
											chase Ord	ier.
Attac	hment			nendment packet in								`
Onec	KIISt			Scope of work (Be sport of the							Consultant	.)
OUSD	Staff Contact			contract should be sen					ousd.k12			
					ontro	tor Info	rmation					
Contr	actor Name	Madelin	o Howi	tt-Reiter	ontrat		's Contact	Self				
	Vendor ID			tt-Iveitei		Title	3 Contact	Cons	ultant			
	Address		unice S	treet		City	Berkeley		Sta	ate CA	Zip	94709
Telep	hone	(510) 5	28-2966	6		Email	pmhewitt@	sbcglo	bal.net			
				sation and Terms	Mus	at he wit	thin the O	IED I	Pilling C	uidolina	c	
					- Wius				onling G			
	al Contract A	Amount	\$ 12,2			Original PO Number			-	P1401144		
	ided Amount		\$ 3,60	0.00		New Re	equisition #				R0410484	
New	Total Contrac	t Amount	\$ 15,8	50.00		Start Da	ate 08/26/	2013		End Da	te 06/30/2	2014
Pay F	Rate Per Hou	(Required)	50	.00		Number	r of Hours (R	equired)		72.00		
						et Inforr						
	If you are	planning to r	nulti-fund	d a contract using LEP	funds, p	lease con	tact the State	and Fe	ederal Offic	ce <u>before</u> c	ompleting red	quisition.
Re	source #	Resource	Name		Or	g Key			Ob	ject Code		Amount
	3010	Title I	A		7364	1850101				5825	\$1,750	00
	3010	Title	IA		736	4851101				5825	\$1,84	4.00
										5825	\$	
				Approval and	_							
	onal services a sed by Procure		al contrac	ct amount cannot be p	rovided b	before the	amendment i	s fully a	ipproved a	ind the Pur	chase Order	amount has been
			ifies the	at this vendor does r	not appe	ear on the	Excluded F	Parties	List (http	s://www.e	pls.gov/epls	s/search.do)
7	Site Administ			Name Mildred				hone	510879		Fax	
1	Site / Departm		layer	State & Federa		ms (950)					1 iux	
1.		en		State & redera	riogia	1113 (300)				4	7.11	
	Signature	- V		managad bu = Cu-t-	and Cardana			ate App		Leamily Cab	colo and Comm	unity Bartnershine
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3.	Regional or E	:xecutive O	mcer	1/	1	1						
1	Signature	riutan dan t	make: - si	orial Leadership // De	hutu d	Hinton		te Appr		ongultost A	areaste Under	r □, Over □\$50,000
4.		rintenaent l	istructi	mai Leanership//De	July Su	Herintena			T	Orisultant Ag	1	☐, Over ☐ #50,000
-	Signature		1-4-1		ha la sai		Da	te Appi	roved	7/11	114	
5.	•			cation/Signature on t	ne legal	contract	T =				15.	1
Lega	Required if n	ot using star	ndard co	ntract Approved			De	enied - I	Reason	2111	Date	

PO Number

Date Received

Procurement

Board Office Use: Le	gislative File Info.
File ID Number	13-2222
Introduction Date	10-23-13
<b>Enactment Number</b>	13-2195
Enactment Date	10-23-1311



Community Schools, Thriving Students

# Memo

The Board of Education

From

Gary Yee, Ph.D., Superintendent

By: Maria Santos, Deputy Superintendent, Instruction, Leadership &

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

Boa	rd.	Meetir	ng Da	ite
(To	be	compl	eted	by
Pro	cur	ement	)	

10-23-13

Subject

Professional Services Contract -

Madeline Hewitt-Reiter Berkeley, CA (contractor, City State)

950-State&Federal Programs for 736 - St.Martin de Porres

(site/department)

**Action Requested** 

Ratification of a professional services contract between Oakland Unified School District and Madeline Hewitt-Reiter Berkeley, CA . Services to be primarily provided to 950-State&Federal Programs for 736 - St.Martin de Porreifor the period of 08/26/2013 through 06/30/2014

Background

A one paragraph explanation of why the consultant's services are needed. OUSD is required by federal law to allow private non-profit schools to participate in the Title I Part A Program, Schools that choose to participate are provided with "fair and equitable" Title 1 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 scope of work.

The consultant will provide supplemental Title 1 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.

Recommendation

Ratification of professional services contract between Oakland Unified School District and Madeline Hewitt-Reiter Berkeley, CA . Services to be primarily provided to 950-State&Federal Programs for 736 - St.Martin de Porreifor the period of 08/26/2013 through 06/30/2014

Fiscal Impact

Title IA Funding resource name (please spell out)

not to exceed \$ 12,250.00

Attachments

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

- 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)

t de mon mot. (imposit terre chio. do es chioson	101.00			
Summary of terms and compensation: Anticipated start date: 08/26/2013	Work shall be comple	sted by: 06/30/2014	Total Fee: \$ 12,2	50.00
OAKLAND UNIFIED SCHOOL DISTRICT		CONTRACTOR		
President, Board of Education	8-21-13 Date	Contractor Signature	of Pile	8/21/2013 Date
Superintendent or Designee	, ,			
Secretary Board of Education	10/24/13 Date	M. Adeline H. Print Name, Title	with Keite	
ile ID Number: 13-2222 ntroduction Date: 10-23-13				

3y: Rev. 4/11/12 v1

inactment Number: 13 - 2195 inactment Date: 10-23-13 1

Page 4 of 6

Board Office Use: Leg	islative rue milo.
File ID Number	13-2222
Introduction Date	10-23-13
Enactment Number	13-2195 1
Enactment Date	10-23-13/1



## **PROFESSIONAL SERVICES CONTRACT 2013-2014**

Berkeley, CA This Agreement is entered into between the Oakland Unified School District (OUSD) and Madeline Hewitt-Reiter (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 08/26/2013 , or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2014 Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to Dollars (\$ 12,250.00 exceed Twelve Thousand, Two Hundred Fifty Dollars and No Cents ). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs. If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD. OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made. The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay. Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following: Individual consultants: Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.

- Completion of Pre-Consultant Screening Process Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
- Insurance Certificates and Endorsements General Liability insurance in compliance with section 9 herein.
- 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:

Name: Natoya Brice	Name: Madeline Hewitt-Reiter Berkeley, CA
Site /Dept.: 950-State&Federal Programs for 736 - St.Martin de F	Porret Title: Consultant
Address: 1000 Broadway Suite 450	Address: 2061 Eunice Street
Oakland, CA 94607	Berkeley, CA 94709
Phone: 510-879-1037	Phone: 510-528-2966

CONTRACTOR:

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

- 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:
  - 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).

## **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 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.

			_	COPE OF WO		
***************************************	ne Hewitt-Reiter	Berkeley		maximum of 245		s of services at a rate of \$50.00 per hour for a
tota	al not to exceed \$ 12	2,250.00	Services are anticipat	ed to begin on 08/2	6/2013	and end on 06/30/2014
1.			to be Provided: F purchasing and what			ervice(s) the contractor will provide. Be specific
	Please See Atta	ched Scope	Of Work.			
2.	result of the service children are attended many more Oakla	ce(s): 1) Ho ling school 9 nd children	ow many more Oakla 15% or more? 3) How have access to, and i	nd children are grammany more student many more student use, the health sen	aduating ts have r vices the	of this Contract? Be specific. For example, as a from high school? 2) How many more Oakland neaningful internships and/or paying jobs? 4) How y need? Provide details of program participation THE GOALS OF THE SITE OR DEPARTMENT.
	disadvantaged a poverty. As a reschool located in instrument in the support. The indistudents and enschool attendants	and failing of sult of recent of the control of the	r are most at risk of iving Title I part A P vill improve their aca al area in which the supplemental suppo o be more fully enga	failing to meet hig rogram services, idemic achievement y received individent provided will re- aged and success formance in core a	the acade students as mulai tutor as ult in academi	ntractor to students who are educationally emic standards, and who live in areas of high attending this specific non-profit private easured by the designated assessment ing and/or small group supplemental gain of academic skills by the targeted hool. These students will have improved c areas and successful ongoing completion
3.	Alignment wit		Strategic Plan: In	dicate the goals an	d visions	supported by the services of this contract:
	Ensure a high		actional core		Prepare	students for success in college and careers
	☐ Develop socia	l, emotional	and physical health		Safe, he	ealthy and supportive schools
	Create equital	* *				table for quality
	High quality a	nd effective i	nstruction		Full ser	vice community district

Rev. 6/22/11 v3 Page 5 of 6

# 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.



#### Saint Martin de Porres School

# Scope of Work 2013-2014

Contractor's Name: Madeline Hewitt-Reiter

Consultant will provide 245 hours of service at a rate of \$50.00 per hour for a total not to exceed \$12,250.00.

#### Nature of Work:

Consultant will work with school staff to design and implement supplemental instructional programs for identified students. These programs will provide additional 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.

#### Deliverables:

- · Support initial screenings for students suspected of learning difficulties
- 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/Parent reports of student improvement
- Documentation of Program effectiveness and efficiency

Requisition No	P.O. No

#### Search Results

Current Search Terms: madeline\* Hewitt-Reiter

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.

IBM v1.1149,20130801-1829



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 0726293 1-415-546-9300 Arthur J. Gallagher & Co.	CONTACT NAME:					
Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., License \$0726293 1225 Battery Street \$450	PHONE (A/C, Np, Ext):  E-MAIL ADDRESS:					
San Francisco, CA 94111	INSURER(S) AFFORDING COVERAGE	NAIC #				
SUSPECIAL AND ADDRESS OF THE PROPERTY OF THE P	INSURER A: WESTERN CATHOLIC INS CO REG INC	14122				
INSURED	INSURER 8: CHURCH MUT INS CO	18767				
SURED Comman Catholic Bishop of Oakland, A Corporation Sole	INSURER C:					
2121 Harrison Street	INSURER D :					
Oakland, CA 94612	INSURER E:					
	INSURER F :					
COVERAGES CERTIFICATE NUMBER: 3522761	3 REVISION NUMBER:					

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADOL SUBR POLICY EFF POLICY EXP MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE LIMITS POLICY NUMBER INSR WVD GENERAL LIABILITY WCGAL-005-13 07/01/13 07/01/14 \$ 2,000,000 EACH OCCURRENCE DAMAGE TO RENTED X COMMERCIAL GENERAL LIABILITY \$ 100,000 PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR \$ 5,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY

\$ 2,000,000 GENERAL AGGREGATE PRODUCTS - COMP/OP AGG | \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PROJECT 5 COMBINED SINGLE LIMIT (Es auxident) WCGAL-005-13 07/01/13 07/01/14 \$ 1,000,000 **AUTOMOBILE LIABILITY** BODILY NUURY (Per person) ANY AUTO \$ SCHEDULED AUTOS NON-OWNED AUTOS ALL OWNED AUTOS RODE Y IN BIRY (Per accident) \$ PROPERTY DAMAGE X X 5 HIRFO AUTOS (Per accident) s UMBRELLA LIAB EACH OCCURRENCE OCCUR \$ EXCESS LIAB AGGREGATE CLAIMS-MADE \$ DED RETENTION \$ WORKERS COMPENSATION 01/01/13 01/01/14 X WC STATU-050005607535139 AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$ 1,000,000 (Mandatory in NH) E L. DISEASE - EA EMPLOYEE \$ 1,000,000 if yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 191, Additional Remarks Schedule, if more space is required)

Included as Additional Insured as respects to General Liability per the attached CG2026 endorsement: As respects Title I and Title II consultants for 2013-2014 school year. Name of Consultants: Kathleen Buschman, Claire Ungar, Joyce Boytkin, Madeline Hewitt-Reiter

It is understood and agreed that this insurance is primary and any other insurance maintained by the additional insured be excess and not contributing with this insurance.

CANCELLATION

VERTIFICATION TO THE PROPERTY OF THE PROPERTY	CANCELATION						
Oakland Unified Schoold District and their officers, agents & employees	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
900 High Street	AUTHORIZED REPRESENTATIVE						
Oakland, CA 94606	JIZ.						

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OFFICIOATE HOLDED



# Community Statement, Thursday Statement Professional Services Contract Routing Form 2013-2014

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				C	ontract	or Infor	mation						
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OUSD Vendor ID		**********************				Title			nsultant	¥			
Street Address	2061 E					City	Berkele			State	Zip	94709	
Telephone	510-52					Email (				ocglobal.net			
Contractor History	Pre	viously	been an O	USD con	tractor?	Yes	_ No	Wor	ked as a	n OUSD emp	oyee? LIY	es No	
	Co	mpens	sation and	Terms	- Must	be with	nin the O	USD B	illing G	uidelines			
Anticipated start d	late	08/26/2013 Date work will				end 06/30/2014 Other I				xpenses			
Pay Rate Per Hou	il" (required)	\$ 50.0	00	Numbe	er of Hou	ITS (require	d) 245						
					Budget	Inform	ation						
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Administrato	Administrator / Manager (Originator) Name Natoya Brice Phone								hone	510-879-1037			
1, Site / Depa	Site / Department 950-State&Federal Programs for 736 - St. Martin de Porres Fax								ex xa	N/A)			
Signature								8/21/13					
Resource Ma	Resource Manager, Puring funds managed by: State and Federal Quality, Community, School Development Family, Schools, and Community Partnerships												
Scope of w	Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)												
2. Signature									pproved	812313			
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Regional Ex	ecutive Office	ır'							100	Alder State (Mar.)			
3. Services d	Services described in the scope of work blign with needs of department or school site  Consultant is qualified to provide services described in the scope of work												
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## Oakland Unified School District Purchase Requisition Copy

Ratification of professional services contract between Madeline Hewitt-Reiter and OUSD for Title IA services provided to 736 - St. Martin de Porres School from 08/26/2013 to 6/30/2014 amount not to exceed \$12,250.00 (Twelve Thousand, Two Hundred Fifty Dollars). 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.

PURCHASE REQUISITION TOTAL

3,600.00

THIS IS NOT AN AUTHORIZATION TO PROVIDE GOODS OR SERVICES. A
VALID (SIGNED) PURCHASE ORDER MUST BE ISSUED BY THE PURCHASING
OFFICE TO AUTHORIZE PROVIDING THE LISTED GOODS OR SERVICES

## Oakland Unified School District Purchase Requisition Copy

VENDOR ADDRESS:

REITER, MADELINE 1032383 ORGANIZATION NAME:

2061 EUNICE ST REQUEST NO.: R0410484

BERKELEY CA 94709 DATE: 03/27/2014

BERKELEY, CA 94709 DATE: 03/27/2014
EST. DELIVERY DATE: 03/27/2014

END USE:

SHIP TO: BID NUMBER:

PO TYPE: PURCHASE ORDER

CONTACT:

tem No.	Qty	Units	Description	Org Key	Object	Unit Price	Charges	Tax	Tota
0001	1	EA	MODIFICATION: The consultant will provide an	7364851101	5825	1,544.50	0.00	0.00	1,844.00
			additional 72 hours of service at the rate						
			of \$50,00 per hour for a new contract total						
			not to exceed \$15,850.00						
			Ratification of professional services contract						
			between Madeline Hewitt-Reiter and OUSD for						
			Title IA services provided to 736 - St.						
			Martin de Porres School from 08/26/2013 to						
			6/30/2014 amount not to exceed \$12,250.00						
			(Twelve Thousand, Two Hundred Fifty						
			Dollars). 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.						
0002	1	EA	MODIFICATION: The consultant will provide an	7364850101	5825	1,756.00	0.00	0.00	1,756.00
			additional 72 hours of service at the rate						
			of \$50.00 per hour for a new contract total						
			not to exceed \$15,850.00						

THIS IS NOT AN AUTHORIZATION TO PROVIDE GOODS OR SERVICES. A
VALID (SIGNED) PURCHASE ORDER MUST BE ISSUED BY THE PURCHASING
OFFICE TO AUTHORIZE PROVIDING THE LISTED GOODS OR SERVICES

03/27/2014

14:10:48