Board Office Use: Le	gislative File Info.
File ID Number	14-0861
Introduction Date	5/28/14
Enactment Number	14-0881
Enactment Date	5/28/14



Community Schools, Thriving Students

Memo

To

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

Board Meeting Date							
(To be completed by							
Procurement)							

Subject

Professional Services Contract -

St. Mary's College - Lift Up Moraga CA (contractor, City State)

950-State & Federal/733-St. Jarlath

_(site/department)

Action Requested

Ratification of a professional services contract between Oakland Unified School District and St. Mary's College - Lift Up Moraga CA . Services to be primarily provided to 950-State & Federal/733-St. Jarlath for the period of 04/25/2014 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 OUSD Title II Part A Program . Schools that choose to participate are provided with "fair and equitable" Title II Part A services after they have complied with program requirements. After consultation with the private school to reach agreement on the type or professional development services to be provided, the OUSD Private Schools Program administers the agreed upon professional development services.

Discussion
One paragraph
summary of the
scope of work.

The consultant will provide professional development services for school site instructional and administrative staff. The consultant will provide ongoing professional development services that will enable teachers to provide a more effective instructional program and improve student academic achievement in curriculum areas of Reading Language Arts, Reading, and/or Mathematics.

Recommendation

Ratification of professional services contract between Oakland Unified School District and St. Mary's College - Lift Up Moraga CA . Services to be primarily provided to 950-State & Federal/733-St. Jarlath for the period of 04/25/2014 through 06/30/2014

Fiscal Impact

Funding resource name (please spell out) _______ Title IIA

not to exceed \$ 5,000.00

Attachments

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

Board Office Use: Legi	slative File Info.
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PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between the Oakland Unified School District (OUSD) and St. Mary's College - Lift Up Moraga 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.
- 2. **Terms:** CONTRACTOR shall commence work on <u>04/25/2014</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 06/30/2014
- 3. Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Five Thousand Dollars (\$ 5,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

- 4. Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - 1. Individual consultants:
 - 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.
- 5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: N/A _____which shall not exceed a total cost of \$ 0.00 ____.
- 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:

OUSD Representative:	CONTRACTOR:							
Name: Mildred Otis	Name: St. Mary's College - Lift Up Moraga CA							
Site /Dept.: 950-State & Federal/733-St. Jarlath	Title: Consultant							
Address: 1000 Broadway Suite 450	Address: 1928 St Marys Rd							
Oakland, CA 94607	Moraga CA 94556							
Phone: 510-879-1053	Phone: 925-631-4506							

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

Professional Services Contract

- 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).

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Professional Services Contract

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

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

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

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

Summary of terms and compensation:

Anticipated start date: 04/25/2014 Work shall be completed by: 06/30/2014 Total Fee: \$ 5,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education

Superintendent or Designee

Secretary, Board of Education

Date

Date

Date

Nork shall be completed by: 06/30/2014

Total Fee: \$ 5,000.00

CONTRACTOR

Hather Perez Consultant

Print Name, Title

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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.

Ratification by the Board of Education of a Professional Services Contract between the District and Peter Mummert, San Francisco, CA, for the latter to work with Director of State and Federal to develop and maintain tools to track and report data to summarize school site, private schools and central data that will inform decision making related to both internal and external departmental processes and procedures along with collecting demographic and participation data for Private Schools as part of the preparation for Consolidated Application submission and developing macros, spreadsheets, presentation and reporting tools as requested by State and Federal Director and Coordinators for individual projects including budget development, program improvement, school accountability report card, and private school management for the period of August 12, 2013 through June 30, 2014, in the amount of \$49,980.00.

SCOPE OF WORK

	ry's College - Lift Up Moraga al not to exceed \$ 5,000.00			rs of services at a rate of $\frac{200}{100}$ per hour for a and end on $\frac{06}{30}$			
	Please See Attached Sco		cioi wiii do.				
2.	result of the service(s): 1) I children are attending schoo many more Oakland children	How many more Oakland children I 95% or more? 3) How many more n have access to, and use, the he	n are graduating e students have re ealth services the	of this Contract? Be specific. For example, as a from high school? 2) How many more Oakland meaningful internships and/or paying jobs? 4) Howey need? Provide details of program participation THE GOALS OF THE SITE OR DEPARTMENT.			
	Part A is to increase the a principal quality through p Program services, the prin improve their understandi strategies and techniques teachers and/or principal the instructional program improved school attendar	academic achievement of all studer of a confessional development and other or and/or teachers on staff and and application of specific skew and/or school administration are will result in an improvement of the will enable students to be more	dents by helping her supporting this specific nuils that supported leadership. The instructional fully engaged a cormance in core	I categorical program. The purpose of Title II, g schools and districts improve teacher and activities. As a result of receiving Title II Part A on-profit private school located in Oakland will the implementation of effective instructional The activities and support provided to the I program at the school. This improvement in and successful in school. Students will have a academic areas and successful ongoing igh school.			
3.	Alignment with Distric (Check all that apply.) ☐ Ensure a high quality inst			supported by the services of this contract: e students for success in college and careers			
	☐ Develop social, emotiona			ealthy and supportive schools			
	Create equitable opportu	-		table for quality			
	High quality and effective	instruction		vice community district			

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St. Mary's Lift-Up Scope of Work 2013-2014

Contractor Name: St. Mary's College Lift-Up

School Name: St. Jarlath

Consultant will provide a maximum of 25 hours of service at the rate of \$200.00 per hour for a total not to exceed \$5,000.00.

Nature of Work:

Kathy Perez will conduct a professional development session with the K-8 staff looking at how the Common Core State Standards can support the development of a school-wide common writing assessment. We will focus on Appendix C and other resources (including sample rubrics) to determine the next steps of implementation. The session will include an overview of the CCSS.

- Reinforcement and Implementation of all LIFT UP Strategies from past 3 years
- Introduction of LIFT UP Strategies and Practices to Our Lady of the Rosary, St. Cornelius and new teachers at our prior schools
- Continue on-going Communication between all schools, principals and teachers
- Continue the focus on Assessment throughout the year
- · Continue using Assessment to inform instruction
- Continue and Expand the focus on Common Core Standards
- Introduce Differentiated Instruction for Inclusion Students
- Develop Writing Strategies that tie to Common Core Standards
- Whole Brain Based Instruction Strategies
- · Continue and Expand ELL Strategies
- Focus on the Implementation of Strategies covered the staff developments
- · Principal Walk-throughs with Liaison and Coach
- Continue to Expand Comprehension Strategies
- Focus on Academic Vocabulary Strategies

<u>Objectives:</u> What do we need to do to support the development of our teachers through preparation and training?

- Provide ongoing professional development that will provide our newest teacher the pedagogy needed to support student learning in her classroom
- Provide literacy support in the primary grades will establish a solid foundation for future learning in all content areas.
- Incorporating a management framework that helps students develop the daily habits of reading, writing, and working independently that will lead to a lifetime of literacy independence
- Attend a conference that will provide a variety of opportunities to learn strategies that will help the school successfully shift instructional practices to a more student centered approach that engages higher order thinking skills

Action Steps: How will we achieve our objectives?

- Provide teachers seeking advanced certification or credentialing funds to go toward highquality professional teacher enhancement programs that are designed to improve teaching and learning.
- Primary Faculty will participate in the St. Mary's co-sponsored LIFT UP Literacy Professional Development
- Faculty will attend three Diocesan Staff Days focused on Curriculum Mapping and Assessment
- Administrator will attend professional development at NCEA where sessions will focus
 on school wide discipline, integration of technology across the curriculum, and teaching
 to the various modalities.

Curriculum/Evaluation/Innovation:

- Lift UP Literacy Project with St. Mary's College—National Association of Independent Schools annual conference (on-going throughout the year: monthly professional development meetings, mentor teacher)
- NCEA Conferences—National Catholic Educational Association
- Catapult Learning Professional Development

Core subject areas:

 ACE Service Through Teaching — University of Notre Dame, Masters in Education Program (on-going)

Differentiated instruction:

• Daily 5 – management system/curriculum framework (November)

Evaluation: How will we know if our actions are effective? What is the supporting evidence?

- Literacy Assessments Improved Reading Fluency and Comprehension in Primary Grades
- Improved Instructional Practices and Strategies
- ITBS Spring Assessment
- Establishment of school wide goals

Professional Services Contract

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.

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

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

Current Search Terms: St.* Mary's college

Your search for "St. * "Mary's" College * " returned the following results... Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it. Entity MOUNT ST MARY'S COLLEGE Status: Active 🕀 DUNS: 069927150 CAGE Code: 0V1D4 View Details Has Active Exclusion?: No DoDAAC: EDUCATION, MARYLAND DEPARTMENT OF Status: Active 🕙 Entity DUNS: 108847257 CAGE Code: 1KY89

DoDAAC:

SAM | System for Award Management 1.0

Has Active Exclusion?: No

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

View Details





Current Search Terms: Lift* Up

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.



Current Search Terms: katherine* D. Perez*

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







Current Search Terms: Ann* Levy*

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.



Current Search Terms: Ann* aileen* thomas*

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 ail times.



Current Search Terms: Susan* Clemo*

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.



Current Search Terms: Mary* dierking*

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.



Current Search Terms: robelene* novero*

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.





LIFT UP! 2013-14

BIOGRAPHY

The Literacy Innovations for Teachers Urban Partnership (LIFT UP!) project began in 2010, with Oakland Diocese schools. LIFT UP! is a literacy coaching collaboration between Saint Mary's College of California and the Diocese of Oakland. During its first year the focus was on three schools, Saint Anthony Elementary, Saint Elizabeth's Elementary, and Saint Martin de Porres Elementary. In the second and third years Saint Jarlath Elementary was added. The goal of the program is to have all primary grade students (Kindergarten through third grade) acquire the necessary literacy skills to become effective learners.

To achieve this goal, all primary grade teachers in the four schools were involved in monthly staff development sessions and weekly literacy coaching sessions from the literacy coaches. They were trained in successful research based literacy instruction strategies and effective assessment strategies. Some of these strategies included: a variety of literacy assessments, shared reading, interactive reading, read alouds, morning message, word wall creation, spelling strategies, phonemic awareness strategies, making words, comprehension activities, critical thinking, vocabulary development, shared writing, ELL strategies and interactive writing. The teachers were observed by coaches and held follow-up conferences to reflect on their teaching and discussion of areas for improvement. Student process was monitored by assessments and the data was analyzed to ensure literacy growth.

The teachers were provided with staff development and support in formative assessments for early literacy skills based upon California State Standards and Common Core Standards for grades K-3. The assessments were modeled and teachers were strongly supported with implementation of the assessments as well as strategies to develop these skills for students below proficiency. The assessments were administered at the beginning of the academic and at the end to determine student mastery. These assessments were made available to the next year's teacher as a baseline for their future instruction.

Materials for strategy instruction were provided to all participating teachers including resources to strengthen the use of their technology with suggested researched "apps". Leveled books for each classroom have been provided during the past three years to support guided reading and encourage family reading at home.



LIFT UP Liaison

Roles and Responsiblies for 2013-2014

In order to improve a consistent delivery of all strategies and methods to all staffs, the liaison role would include:

- 1. Coordination of instructional practices from "LIFT UP" tied to Common Core Standards. This will be done through the implementation of school site curriculum with available materials.
 - 2. Provide monthly visitations to all school sites
 - 3. Conduct monthly walk-throughs with school site prinicipals
 - 4. Monthy observations of teachers with site "LIFT UP" coach
- 5. Monthly strategy development with the site coaches to customize specific support for each school.
 - 6. Liaison will model lessons when necessary.
- 7. Liaison will provide support in the area of materials and curriculum selection to school.
 - 8. Liaison will provide consultanting support to principals as needed.
- 9. Weekly communication with the site coaches to review program delivery and problem solving.
 - 10. Staff Developments once a month—Planning & Deliver
- 11. Provide certain resources as needed by the "LIFT UP" program for coaches and teachers

CERTIFIC TE OF LIABILITY INSUPANCE

Date (MM/DD/YR)

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 require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s) PRODUCER CONTACT **Shelaine Gonsalves** NAME Heffernan Insurance Brokers PHONE FAX 925-934-8500 925-934-8278 1350 Carlback Avenue (A/C, No, Ext) (A/C, No) Walnut Creek, CA 94596 **EMAIL** ShelaineG@heffins.com ADDRESS CA License #0564249 NAIC# INSURERS AFFORDING COVERAGE INSURED INSURER A: Philadelphia Indemnity United Educators INSURER B Saint Mary's College of California INSURER C: Travelers Property Casualty of America P.O. Box 3554 INSURER D: Moraga CA 94575 INSURER E INSURER F: **COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT 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 ADDL SUBR POLICY EFF (MM/DD/YYYY) POLICY EXP INSR TYPE OF INSURANCE POLICY NUMBER LIMITS (MM/DD/YYYY) GENERAL L LIABILITY EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED 08/01/13 08/01/14 COMMERCIAL GENERAL LIABILITY PHPK1053935 \$300,000 A X PREMISES (Ea. occurrence) CLAIMS-MADE Х OCCUR MED EXP (Any one person) \$15,000 PHPK1053935 PROFESSIONAL LIABILITY 08/01/13 08/01/14 PERSONAL & ADV INJURY \$1,000,000 AGG \$1,000,000 GENERAL AGGREGATE \$2,000,000 GEN'L. AGGREGATE LIMIT APPLIES PER PRODUCTS - COMP/OP AGG \$2,000,000 X POLICY PROJECT EMPLOYEE BENEFITS \$1,000,000 COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY \$1,000,000 (Ea accident) Α Х ANY AUTO PHPK1053935 08/01/13 08/01/14 BODILY INJURY (Per person) SCHEDULED X ALL OWNED AUTOS BODILY INJURY (Per accident) \$ **AUTOS** NON-OWNED PROPERTY DAMAGE HIRED AUTOS \$ **AUTOS** (Per accident) HIRED/PHYSICAL ACV Sched. X DEDUCTIBLE: COMP/COLL \$1,000 DAMAGE **AUTOS** В Х UMBRELLA LIAB OCCUR GLX201300369700 08/01/13 08/01/14 EACH OCCURRENCE \$25,000,000 EXCESS LIAB CLAIMS-MADE AGGREGATE \$25,000,000 X RETENTION DED \$1,000,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY TORY LIMITS Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE/ E.L. EACH ACCIDENT \$1,000,000 C 07/01/13 07/01/14 N/A TC2.JUB419J680313 OFFICER/MEMBER EXCLUDED? E.L. DISEASE - EA EMPLOYEE \$1,000,000 (Mandatory in N.H.) If ves. describe under DESCRIPTION OF E.L. DISEASE - POLICY LIMIT \$1,000,000 OPERATIONS below DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Re: As Per Contract or Agreement on File with Insured. Oakland Unified school District and their officers, agents and employees, Mary A. Dierking, Susan Clemo, Ann Marie Levy, Robelene P. Novero and Ann Aileen Thomas are named as additional insured on General Liability policy per attached endorsement. This Certificate replaces and supersedes all previously issued certificates. **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Oakland Unified school District **AUTHORIZED** REPRESENTATIVE and their officers, agents and employees 900 High Street Oakland, CA 94606

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Policy Number:

PHPK1053935

Insurance Co.:

Philadelphia Indemnity Ins. Co

Named Insured:

Saint Mary's College

Effective Date:

08/01/13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Oakland Unified school District and their officers, agents and employees, Mary A. Dierking, Susan Clemo, Ann Marie Levy, Robelene P. Novero and Ann Aileen Thomas

Re: As Per Contract or Agreement on File with Insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as insured but only with respect to liability arising out of your operations or premises owned by or rented to you.



Community Schools, Thriving Students PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2013-2014

Basic Directions													
Additional directions and related documents are in the School Operations Library (http://intranet.ousd.k12.ca.us) Services cannot be provided until the contract is fully approved and a Purchase Order has been issued. 1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation. 2. Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification) 3. Contractor and OUSD contract originator complete the contract packet together and attrach required attrachments. 4. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement. Attachment For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year. For individual consultants: Proof of negative tuberculosis status within past 4 years. For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/portal/public/SAM/) For All Consultants: Statement of qualifications (organization); or resume (individual consultant). For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured. For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract) OUSD Staff Contact Emails about this contract should be sent to: (required) Mildred.Otis@ousd.k12.ca.us													
	D Vendor ID				Title								
Stree	et Address	1928 St Ma		-	City	Moraga			State CA Zip 94556			94556	
	phone	925-631-45				(required)		z@stmary					
Cont	ractor Histor	y Previous	sly been an Ol	USD contractor?	Yes	No	Wo	rked as ar	OUSD	employe	e? ∐Y	es No	
				Terms – Must									
	cipated start		25/2014	Date work will	end (06/30/201	14	Other Ex	penses	\$			
Pay	Rate Per Ho	Ur (required) \$20	00	Number of Hou	ITS (require	ed) 25							
Budget Information If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition. Resource # Resource Name Org Key Object Code Amount 4035 Title IIA 7334851204 5825 \$5,000.00													
						-			5825	\$			
									5825	\$	0		
R	Requisition	No. (required)	R0410971			Total Co	ntract A	Amount		\$	5,000.	00	
			Appro	val and Routing	(in ord	er of appr	oval ste	eps)					
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued. OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (https://www.epls.gov/epls/search.do)													
	Administrat	or / Manager (Origina	itor) Name	Mildred Otis		Phone			510-879-1053				
1.	Site / Dep	Site / Department \ 950-State & Federal/733-St. Jarlath					Fax N/A						
	Signature Date Approved						• • • • • • • • • • • • • • • • • • • •						
Resource Manager, thising funds managed by: Vistate and Federal Quality, Community, School Development Family, Schools, and Community Partnerships Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA) Signature Signature (if using multiple restricted resources) Date Approved Date Approved													
Regional Executive Officer													
3.	Services of Consultan	Services described in the scope of work align with feeds of department or school site Consultant is qualified to provide services described in the scope of work											
	Signature		/	All				pproved	141	24/14	1		
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under /, Over \$50,000						ver \$50,000						
	Signature Date Approved												
5.	Superintend	lent, Board of Educ		1	act					1	-		
Lega		not using standard co	ontract A	pproved		Denied - F			31717	Date	e		
Ргос	urement	Date Received				PO Numb	er		140	IXI	1		