

Board Office Use: Legislative File Info.	
File ID Number	15-0692
Introduction Date	5-13-15
Enactment Number	15-609
Enactment Date	5/13/15 <i>AR</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

R0153807

To The Board of Education
From Antwan Wilson, 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)

5/13/15

Subject Professional Services Contract -
Super Stars Literacy, Inc. (contractor, City State)
195-Reach Academy (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Super Stars Literacy, Inc. Services to be primarily provided to 195-Reach Academy for the period of 08/25/14 through 06/15/15.

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

Superstars will increase performing AT BENCHMARK or above by 10% or more as measured by district assessments and CST. Superstars will work with Kindergarten to 2nd grade to improve their Reading Level to with the Benchmark as measure by Running Records. Majority of the students in Contractors after-school program will accelerate their growth in key literacy indicators, social emotional development indicators.

Discussion
One paragraph summary of the scope of work.

Daily early literacy intervention and social development programming to kindergarten through second grade students (approximate 60) at Reach until 5:30 pm. From 5:30-6:00 pm SSL staff will supervise students until parent pick up. Contractor structured programming shall occur after school from the end of the school until 5:30pm. Contractors staff shall also provide class day support (3 instructors, 10-12/hours per week per instructor) to students in its after school program to increase the percentage of students performing at benchmark or above by double digit growth as measured by student performing at benchmark or above.

Recommendation Ratification of professional services contract between Oakland Unified School District and Super Stars Literacy, Inc. Services to be primarily provided to Reach Academy for the period of 08/25/14 through 06/15/15.

Fiscal Impact Funding resource name (please spell out) *Un Res LEP* not to exceed \$40,000

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: Legislative File Info.	
File ID Number	15-0192
Introduction Date	5/13/15
Enactment Number	15-0609
Enactment Date	5/13/15



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2014-2015

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

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 08/25/14 or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than 06/15/15.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed ten thousand dollars Dollars (\$ 10,000). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after 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.
 - Agencies or organizations:
 - ☒ Insurance Certificates and Endorsements -- Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: none which shall not exceed a total cost of \$ 0.
- CONTRACTOR Qualifications / Performance of Services.**

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

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

- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below.

**Professional Services Contract
OUSD Representative:**

Name: John Rastatter, Jr.
 Site /Dept.: 195-Reach Academy
 Address: 9860 Sunnyside Street
Oakland CA 94603
 Phone: 510-729-7775

CONTRACTOR:

Name: Super Stars Literacy, Inc.
 Title: _____
 Address: 333 Hegenberger Rd. Suite 503
Oakland CA 94621
 Phone: 510-777-0870

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.

1. 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 a statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

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

10. Insurance:

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

Check one of the boxes below:

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

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


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

OR

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

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

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
1. **Tuberculosis Screening**
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- Contractor initial: 
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

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/eplis/search.do>)

Summary of terms and compensation:

Anticipated start date: 08/25/14

Work shall be completed by: 08/15/15

Total Fee: \$ 10,000

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

☒ President, Board of Education☐ Superintendent or Designee

Date

Contractor Signature

Date

Secretary, Board of Education

Date

Print Name, Title

File ID Number: 15-0692

Introduction Date: 5/13/15

Enactment Number: 15-0609

Enactment Date: 5/13/15

By: 01/

Professional Services Contract

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

Daily early literacy intervention and social development programming to kindergarten through second grade students (approximately 60) at Reach until 5:30 pm. From 5:30-6:00 pm SSL staff will supervise students until parent pick up. Contractor structured programming shall occur after school from the end of the school until 5:30pm. Contractors staff shall also provide class day support (3 instructors, 10-12/hours per week per instructor) to students in its after school program to increase the percentage of students performing at benchmark or above by double digit growth as measured by student performing at benchmark or above.

SCOPE OF WORK

Super Stars Literacy, Inc. _____ will provide a maximum of 2942 hour hours of services at a rate of \$ flat rate per hour for a total not to exceed \$ 10,000. Services are anticipated to begin on 08/25/14 and end on 06/15/15.

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

The Super Stars Literacy Program (SSL) shall provide the following daily extended learning time programming and class-day intervention support at Reach:

1. Serve up to 60 Kindergarten, First and Second grade students in a daily extended-learning time program focused on development of early literacy and social/emotional development skills. Extended-learning time programming to be provided from the end of last school-day class until 5:30 p.m. each day. From 5:30 – 6:00 p.m. each day, SSL staff will supervise students until parent pick up. 2. In collaboration with REACH teachers and staff, SSL will provide class-day intervention support four days per week for up to three hours per day. 3. In collaboration with Reach and BACR staff, SSL will start providing its Services on or about August 25, 2014. 4. SSL's Program Manager will conduct orientation(s) with parents of students identified by REACH to attend SSL's extended-learning time program. 5. SSL will collaborate with REACH administration and teachers in its operation of the after-school program and in ensuring the safety of SSL's students. 6. SSL will collaborate with REACH administration and teachers and other on-campus organizations in conducting on-site family events.

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

1. Program Outcome 1: Literacy Skills Improvement—50% of Reach students who attend the Super Stars Literacy program regularly will achieve accelerated growth toward literacy proficiency.
2. Program Outcome 2: Social-Emotional Development—60% of Reach students who attend the Super Stars Literacy program regularly will demonstrate significant growth in at least one essential skill area of social-emotional development (empathy, impulse control, conflict negotiation).
3. Program Outcome 3: Family Engagement—80% of caregivers of Super Stars Literacy students who attend the program will engage in literacy based activities with their children during program-provided opportunities.

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

- ☐ Ensure a high quality instructional core
☒ Develop social, emotional and physical health
☒ Create equitable opportunities for learning
☒ High quality and effective instruction

- ☒ Prepare students for success in college and careers
☒ Safe, healthy and supportive schools
☒ Accountable for quality
☐ Full service community district

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 or 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.
-



Super Stars Literacy, Inc.
 333 Hegenberger Rd., Suite 503
 Oakland, CA 94621
 (510) 777-0870

STAFF QUALIFICATIONS FORM 2014-2015

Agency Information			
Agency/Provider Name	Super Stars Literacy, Inc.	Agency/Provider's Contact Person	Artavia B. Berry
Program Name	OUSD Reach Academy	Contact Phone #	510-777-0870

Employee, Agent or Subcontractor Name	Current DOJ Clearance on File	Current TB Clearance Documentation on File	IA Requirement Documentation on File (ONSITE ONLY)
Jeffrey Gaulin	X Yes <input type="checkbox"/> No	X Yes <input type="checkbox"/> No	X Yes <input type="checkbox"/> No
Brittany Jahn	X Yes <input type="checkbox"/> No	X Yes <input type="checkbox"/> No	X Yes <input type="checkbox"/> No
Sydney (Sam) Mintz	X Yes <input type="checkbox"/> No	X Yes <input type="checkbox"/> No	X Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

USER NAME

PASSWORD

LOG IN

[Forgot Username?](#)[Forgot Password?](#)[Create an Account](#)

Entity Dashboard

SUPER STARS LITERACY, INC.

DUNS: 828406798 CAGE Code: 6K4C1

Status: Active

675 HEGENBERGER RD STE 244

OAKLAND, CA, 94621-0000 ,

UNITED STATES

Expiration Date: 05/06/2015

Purpose of Registration: Federal Assistance Awards Only

[Entity Overview](#)[Entity Record](#)[Core Data](#)[Assertions](#)[Reps & Certs](#)[POCs](#)[Reports](#)[Service Contract Report](#)[BioPreferred Report](#)[Exclusions](#)[Active Exclusions](#)[Inactive Exclusions](#)[Excluded Family Members](#)

RETURN TO SEARCH

Entity Overview

Entity Information

Name: SUPER STARS LITERACY, INC.
Business Type: Business or Organization
POC Name: Artavia Berry
Registration Status: Active
Activation Date: 05/06/2014
Expiration Date: 05/06/2015

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.P.22.20141105-1505

www2

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



SUPER STARS LITERACY PROGRAM

Statement of Qualifications

Prepared for Garfield Elementary School

Oakland Unified School District

Submitted: April 14, 2014

PROGRAM DESCRIPTION: Super Stars Literacy is an early literacy academic intervention program which provides during the school day and after-school direct services to children in grades K-2 who are most at risk of failure due to very low literacy skills. In the after school setting we work with children in groups of 15-20/classroom every day after school from the time they get out of school until 5:30 or 6:00 pm. In addition to 3 schools in Hayward Unified School District, we are currently serving the following schools in Oakland Unified School District:

- **Garfield Elementary**
Currently serving 48 high-needs students (15 K, 33 1st)
- **Brookfield Elementary**
Currently serving 46 high-needs students (13 K, 17 1st, 16 2nd)
- **REACH Academy**
Currently serving 46 high-needs students (17 K, 13 1st, 16 2nd)
- **TCN**
Currently serving 30 high-needs students (15 K/1st, 15 2nd)

Primary Program Services of the Super Stars Literacy After-School Program:

A. Key Daily Activities/Time Allotted to Each (same for all schools):

- Opening Circle, Newsletter/15 minutes
(Phonics/Phonemic Awareness/Vocabulary)
- Read Aloud/30 minutes
(Vocabulary, Comprehension)
- Guided Reading/Centers/30 minutes
(Phonemic Awareness, Phonics, Vocabulary, Comprehension)
- Kinesthetic Learning/25 minutes
(Social Emotional, Team Building, Some Literacy)
- Closing Circle/10 minutes
(Social Emotional, Some Literacy)
- Homework/30 minutes
(Literacy, Other HW as assigned)
(Additional program time allotted to snack, bathroom break, recess, transitions.)

B. Key Skills Worked on For Each Grade Level (same for all schools):

-Kindergarten: Concepts of print, phonological awareness (rhyming, blending/segmenting onsets and rimes), phonics (decoding, letter-sound correspondence, high frequency words), word recognition, some fluency as appropriate.

-First Grade: Concepts of print, phonological awareness (long and short vowels, blending phonemes blending/segmenting single syllable words), phonics (digraphs, long vowel sounds, two-syllable words, grade-appropriate irregularly spelled words), word recognition, fluency (read grade-level text with purpose and understanding, use context to self-correct).

-Second Grade: Phonics and Word Recognition (know and apply grade-level phonics and word analysis skills when decoding words), fluency (read grade level text with sufficient accuracy to support comprehension).

C. Primary Curricula We Use (same for all schools):

Literacy:

Guided Reading (Fountas and Pinnell)

Words Their Way (Baer)

Making Words (Cunningham)

Social/Emotional:

Second Step

Tribes

Responsive Classroom

First Six Weeks

D. Primary Assessments We Use (same for all schools):

Literacy:

DIBELS

Words Their Way

Some Running Records

Social/Emotional:

DRDP

E. During the School Day Intervention

As noted above, the staff of Super Stars Literacy Program is also actively engaged in *daily intervention* programs at each of our school sites. Our program staff work with the principals and teachers at each school site to determine what intervention services our staff will provide at each site. The following are examples of services we are currently providing at each school site.

Brookfield: Three Group Leaders provide 2-3 hours of in-class intervention in K-2nd grade classes. Examples of activities include 1:1 and small group work in letter identification and letter/sound correspondence, high frequency word practice, phonological awareness and phonics work, fluency (second grade).

Garfield: Four Group Leaders provide 2-2.5 hours of in-class intervention daily in K and 1st grade classes. Activities are focused solely on high frequency word recognition as that is a focus of the school and a request of the school principal and literacy coach.

REACH Academy: Three group Leader provide 2-2.5 hours of in-class intervention in K, 1st and 2nd grade classes. Examples of activities include 1:1 and small group work in letter identification and letter/sound correspondence, high frequency word practice, phonological awareness and phonics work, fluency.

TCN: Two Group Leaders provide 2-2.5 hours of in-class intervention in K, 1st and 2nd grade classrooms. Examples of activities include 1:1 and small group work in letter identification and letter/sound correspondence, high frequency word practice, phonological awareness and phonics work, fluency.

PROGRAM STAFF: Our full-time program staff is comprised of a team of credentialed professionals with significant elementary education and administrative experience. Our Program Director, Nancy Baum, is responsible for setting Program instructional goals, determining the curricula and evaluation metrics we use, and setting the training objectives for Super Stars Literacy. Ms. Baum oversees 3 Program Managers who are each assigned a set of schools and classroom leaders to train, supervise, and coach classroom instructors, in addition to being responsible for coordinating instruction and other enrichment programs/activities with key school staff and other community based programs at the schools that they are assigned to. Nancy also supervises our data manager who oversees our evaluation. Notably, our data manager is also a credentialed teacher and reading specialist. Nancy and her Program Managers oversee 26 Americorps Members who are our Program's classroom instructors. The Americorps Members receive extensive training prior to the start of school and weekly training (3-4 hours per week) throughout the entire school year in key early literacy and teaching skills. Brief CV's for each of our full-time program staff is provided below.

NANCY BAUM—PROGRAM DIRECTOR

Educational Degrees/Credentials:

BA, MA(Education)
Multiple Subjects Credential
Special Education Credential
Administrative Credential

Work History in Education:

30 years in the Bay Area in the West Contra Costa USD, Pittsburg USD, Mt. Diablo USD.

Teaching experience: taught elementary general education, elementary/secondary special education, elementary education reading support teacher. Taught education classes and classes in the MA Ed program at St. Mary's College.

Administrative Experience: Asst. Director for Staff Development, Special Education Program Specialist, Elementary Vice Principal and Principal

PROGRAM MANAGERS

A. Maeve Anderson

Degrees/Credentials:

BS Psychology

MA Elementary Education

CA Teaching Credential

Teaching Experience:

6 years teaching experience in CA

B. Demetria Jackson

Degrees/Credentials:

BA in Early Childhood Education

Elem. Ed. Credential in GA

Teaching Experience:

14 years of teaching elementary education in CA, GA, South Africa

C. Deanna Haurie

Degrees/Credentials:

BA in Psychology

MA in Ed

Multiple Subjects Credential in AZ (expired)

Teaching Experience:

4 years pre-kindg. through 2nd grade



CERTIFICATE OF LIABILITY INSURANCE

SUPER-1

OP ID: BB

DATE (MM/DD/YYYY)

07/22/14

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 McDowall & Keeney Ins Assoc 865 Howe Ave, Suite 200 Sacramento, CA 95825 McDowall & Keeney Ins. Assoc.		Phone: 916-567-3233 Fax: 916-567-3155		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:		
INSURED Super Stars Literacy, Inc. 333 Hegenberger Road #503 Oakland, CA 94621		INSURER(S) AFFORDING COVERAGE				NAIC #
		INSURER A : Nonprofits' Insurance Alliance				
		INSURER B : Hartford Insurance Group				29424
		INSURER C :				
		INSURER D :				
		INSURER E :				
INSURER F :						

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> liq lia \$1mil/\$2m GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	2014-23651-NPO	07/21/14	07/21/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		2014-23651-NPO	07/21/14	07/21/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 OCCUR CLAIMS-MADE		2014-23651-UMB-NPO	08/06/14	08/06/15	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	57WECFV1166	07/21/14	07/21/15	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Imp Sexual conduct		2014-23651-NPO	07/21/14	07/21/15	Occurrence 1,000,000

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

Oakland Unified School District is an Additional Insured per attached policy form CG 20 26 07 04.

CERTIFICATE HOLDER**CANCELLATION**

OUSD-05 Oakland Unified School District Risk Management 900 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Barbara Daxlett</i>
--	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):

Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy.

3. Additional Premium: **Included**

(If no entry appears above, the 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 but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises,
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

OAKLAND UNIFIED
SCHOOL DISTRICT

Continuously Improving, Thriving Students

Save Form

Print Form

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement.

Attachment
Checklist

- ☐ 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)

Contractor Name	Super Stars Literacy, Inc.	Agency's Contact	Carla Koren
OUSD Vendor ID #	1005258	Title	Board Chair
Street Address	333 Hegenberger Rd. Suite 503	City	Oakland
Telephone	510-777-0870	State	CA
		Zip	94621
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Anticipated start date	08/25/14	Date work will end	06/15/15	Other Expenses	\$ 10,000
Pay Rate Per Hour (required)	\$ flat rate for the year	Number of Hours (required)	2942 hours over the		

Resource #	Resource Name	Org Key	Object Code	Amount
0791	Un Res LEP	1931791101	5825	\$ 10,000.00
			5825	\$
			5825	\$
Requisition No. (required)			Total Contract Amount	
20153307			\$ 10,000	

Approval and Routing (in order of approval steps)

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.epis.gov/epis/search.do>)

1.	Administrator / Manager (Originator)	Name	John Rastafier	Phone	510-729-7775
	Site / Department	195 Reach Academy		Fax	510-729-7779
	Signature		Date Approved	3/5/15	
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input checked="" type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature		Date Approved		
	Signature (if using multiple restricted resources)		Date Approved		
3.	Regional Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature		Date Approved	4/3/15	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations				
	Signature		Date Approved		
5.	Superintendent, Board of Education. Signature on the legal contract.				
Legal Required if not using standard contract		Approved	Denied - Reason	Date	
Procurement	Date Received		PO Number		