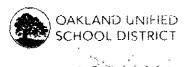
Board Office Use: Le	gislative File Info.
File ID Number	10-0837
Introduction Date	05/17/2010
Enactment Number	10-0881
Enactment Date	6-9-10 82



every student. every classroom. every day.

Memo	Board of Equivation
From	Anthony Smith, Ph.D., Superintendent
Board Meeting Date (To be completed by Procurement)	6-9-10
Subject	Professional Services Contract Amendment - <u>Elaine Armour-Word</u> Berkeley CA (Contractor, City, State) - <u>Burckhalter Elementary School</u> (site/department)
Action Requested	Ratification by the Governing Board of the amendment to the professional services contract between Oakland Unified School District and Elaine Armour-Word, of Berkeley, Services to be primarily provided to, of Burckhalter Elementary School, for the period of, 06/18/2010, in an amount not to exceed \$6,000.00
Background A one paragraph explanation of why an amendment is needed.	Technology Intervention Specialist to provide ELA/Math intervention to FBB, BB and Basic students integrating technology (SuccessMaker software, Envision Mathematics). Technology Specialist will provide one (1) additional day of intervention so that more students can be served the recommended amount of time by the SuccessMaker Program.
Discussion One paragraph summary of the amended scope of work.	Technology Intervention Specialist will work one (1) additional day and provide intervention to K-5 students. For students to be successful with the SuccessMaker program, their attendance is required in the computer lab a minimum of 4 days per week. Data shows that the more hours on the SuccessMaker Program, the larger the gain by all students.
Recommendation	Ratification by the Governing Board of the amendment to the professional services contract between Oakland Unified School District and Elaine Armour-Word , of Berkeley CA Services to be primarily provided to Burckhalter Elementary School the period of 08/28/2009 through 06/18/2010 in an amount not to
Fiscal Impact	Funding resource name (please spell out)
Attachments	 Contract Amendment Copy of original contract



AMENDMENT NO.____TO PROFESSIONAL SERVICES CONTRACT

	This Amendment is entered into between the Oakland Unified School	District (OUSD)
and	Elaine Armour-Word (CONTRAC	TOR). OUSD entered into an Agreement
with	CONTRACTOR for services onAugust 28 , 2009 , and the parties ag	ree to amend that Agreement as follows:
1.	Services:	of work has <u>changed</u> .
	If the scope of work has changed: Provide brief description of revised scope of work expected final results, such as services, materials, products, and/or reports; attach ad Revised scope of work attached. The CONTRACTOR agrees to provide the following amended services:	
	Contractor will provide one (1) additional day of support per week ; for a	an additional 120 hours
	to provide targeted and differentiated intervention support	in English Language Arts
	and/or Mathematics.	·
2.	Terms (duration): The term of the contract is <u>unchanged</u> .	the contract has <u>changed</u> .
	If the term has changed: The contract term is extended by an additional and the amended expiration date is	1 day/ (days/weeks/months),
3.	Compensation: The contract price is <u>unchanged</u> .	price has <u>changed</u> .
İ	if the compensation has changed: The contract price is amended by	
	Increase of \$ <u>6,000.00</u> to original contract amount Decrease of \$to original contract amount	
	and the new contract total is Forty-Five Thousand Dollars	dollars (\$_45,000.00)

4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. Amendment History:

There are no previous amendments to this Agreement.

This contract has previously been amended as follows:

No. Date		Date General Description of Reason for Amendment	
ł			\$
			\$
			\$

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

OAKLAND UNIFIED SCHOOL DISTRICT sident, Board of Education thony Smith, Ph.D., Superintendent

Date

<u>_____</u> Date Contractor Signature acne

Print Name, Title

Board Office Use: Leg	islative File Info.
File ID Number	10-0837
Introduction Date	05/17/2010
Enactment Number	10-0881.
Enactment Date	6-9-10 87

Edgar Rakestraw, Jr., Secretary Board of Education

Rev. 08/20/09

٠,

CERTIFIED:

Contract No.

6/10/10

P.O. No.

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 THE SCOPE OF WORK

Technology Intervention Specialist will work one (1) additional day and provide intervention to K-5 students. For students to be successful with the SuccessMaker program, their attendance is required in the computer lab a minimum of 4 days per week. Data shows that the more hours on the SuccessMaker Program, the larger the gain by all students.

SCOPE OF WORK

Contractor Name:

	E	laine Armour-Word		will pr	ovide a m	aximum of	120	hours of servi	ces at a
rate o	f \$ <u>50.00</u>	per hour for	a total not to	exceed \$	6,000.00	S	ervices	are anticipated	d to begin
on	08/28/2009	and end on	06/18/2010	·					

1. Goals or Objectives

Describe the service(s) the contractor will provide. What is contractor expected to achieve? What are the expected outcomes?

Technology Intervention Specialist needed to provide ELA/Math intervention to FBB,BB and Basic students integrating technology (SuccessMaker software, Envision Mathematics). Technology Specialist will do the following: *Work with intervention students to provide extra academic support via SuccessMaker and Envision Mathematics software; *Model and provide Professional Development to teachers to ensure full implementation of SuccessMaker software program; * Provide detailed progress reports to students, textures and administrator to track student progress.

2. Description of Services to be Provided

Describe the specific duties assigned or attributable to this contractor, not the department. (What objective evidence will demonstrate the consultant has provided the services.)

Students who are identified by California STAR testing results as Far Below Basic, Below Basic and Basic will receive targeted and differentiated intervention support in English Language Arts and/or Mathematics aligned to grade level standards not mastered on STAR. Intervention support will be on a push-in and/or pull-out basis (whichever is most beneficial to student). Students will be able to demonstrate consistent use of high leverage strategies in both ELA (reading comprehension) and math and apply these strategies daily as well as on formative assessments, benchmark assessments and on the 2009-2010 California STAR test.

3. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds) Please describe how this scope of work aligns with a specific action item in the SPSA. Please select:

Action Item included in Board Approved SPSA Action Item Number:____

Action Item added as modification to Board Approved SPSA – Attach appropriate paperwork, for	
directions see the Resource Manager List posted in the Professional Services Contract folder on the School	ł
Operations Library.	_

PROFESSIONAL SERVICES CONTRACT

APR 2

AMENDMENT ROUTING FORM

D ·	D	
Basic	Liirect	ions
in anna	511000	

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.

- 1. Contractor and OUSD contract originator reach agreement on modification to original contract.
- 2. Contractor and OUSD contract originator complete amendment together. Please insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the Contract Amendment.
- 3. If contract total amount has increased, OUSD contract originator creates new requisition with the original PO number referenced in the item description.
- 4. OUSD contract originator submits amendment packet for approval within two weeks of creating the requisition.

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

	Attachment	Copy of original contract
1	Checklist	Contract amendment packet including Board Memo and Contract Amendment Form
		Revised Scope of Work – Evidence of why additional funds are needed
		If additional consultants will be working on site, attach agency letter verifying additional consultants have
		met the Fingerprinting/Background Investigation and have a negative tuberculosis status.
	OUSD Staff Contact	Emails about this contract should be sent to: carin.geathers@ousd.k12.ca.us

i	(Contractor Informatic	on					
Contractor Name	Elaine Armour-Word	Agency's Co	ont <u>ac</u> t	Elaine Arm	nour-Word			
OUSD Vendor ID #	1002939	Title						
Street Address	2011 Parker St.	City	Berke	ley	State	CA	Zip	94704
Telephone	(510) 841-6411	Email	elaine	word@aoi.	com			

Con	pensation and Terms	s – Must be within the OUSD Billing	g Guidelines
Original Contract Amount	\$ 39,000.00	Original PO Number	P1001563
Amended Amount	\$ 6,000.00	New Requisition #	R0004591
New Contract Total	\$45,000.00		

	- 	Budget Information		
	Resource Name	sing LEP funds, please contact the State a Org Key	nd Federal Office <u>before</u> comp Object Code	Amount
4859	EIA/SCE	1054859101	5825	\$6,000.00
				\$
				\$

Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

	Site Administrator or Manager	Name	Carin Geathers	Ext.	1050	Fax	1059				
1.	Site / Department . M	Burckh	alter Elementary School								
	Signature Mr. Alit	Date Approved 1/5/10									
	Resource Manager, if using funds managed by: Restate and Federal School Portfolio Management Complementary Learning After School Programs										
2.	Signature William	No	we	Date Approved	4/22	110					
	Signature (if using multiple restricted resour	es)		Date Approved							
	Network or Executive Officer		····								
3.	Signature Skyron Str. (Date Approved	4/30	10							
	Cabinet (CAO, CCA, CFO, CSO, Ass	ist. Sup. I	Facilities)		·	<i>*</i>					
4.	Signature	Date Approved	5	5/10							
5. Board of Education or State Administrator Signature on the legal contract											
Lega	al Required if not using standard contra	ct Ap	pproved	Denied - Reason		Date					
Proc	curement Date Received			PO Number							

THIS FORM IS NOT A CONTRACT

Professid 2010 **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 Deurchase Order has been issued. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation. 1. Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check) 2. Contractor and OUSD contract originator complete the contract packet together and attach required attachments 3. 4. OUSD contract originator creates the requisition. D F 5. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract pac Attachment □For individual consultants: HRSS Pre-Consultant Screening Letter for Current instant your □For individual consultants: Proof of negative tuberculosis status within past 4 years □Statement of qualifications (organization) or resume (individual consultant) □Proof of general liability insurance naming OUSD as Additionally Insured □For organizations (any consultant who has employees)⁻ Proof of workers compensation insurance □For organizations (any consultant who has employees)⁻ Proof of workers compensation insurance □For organizations (any consultant who has employees)⁻ Proof of workers compensation insurance For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year Checklist 2029

Print Form

e Form

CONTRACT OFF

OUSD Staff Contact Emails about this contract should be sent to:

	Contra	ictor Informati	on				
Contractor Name	Elaine Armour-Word	Agency's C	ontact	Elaine Armour-Word			
OUSD Vendor ID #	1002939	Title					
Street Address	2011 Parker Street	City	Berkel	ey State	ĊА	Zip	94801
Telephone	510-841-6411	Email		K		_ <u>.</u>	
Contractor History	Previously been an OUSD contractor	? 💽 Yes 🗌 No	Wo	orked as an OUSD er	nplove	e? 💽 Y	es 🗌 Nc

Compensation and Terms – Must be within the OUSD Billing Guidelines									
Anticipated start date	08-28-2009	Date work will end	06-18-2010	Other Expenses					
Pay Rate Per Hour (required)	\$ 50.00	Number of Hours	780.00	Total Contract Amount	\$ 39,000.00				

lf you are p	lanning to multi-fund a		Budget Information unds. please contact the State and Federa	l Office before com	oletina requisition.
Requisition Num		001163	Total Contract Amount	\$ 39,000.00	
Resource # Resource Name		Org Key	Object Code	Amount	
4850	Title I		1054850101	5825	\$ 39,000.00
				5825	\$
				5825	\$

		Аррі	roval and Re	outing (in order of appr	oval ste	ps)			
	ices cannot be provided before t vledge services were not provide				issued. S	igning this	document affirms	that to	your
	Administrator / Manager (Orig	ginator) Na	me	Carın Geathers		Phone	510-879-1050	Fax	879-1059
1.	Site / Department	Bur	Burckhalter Elementary School						
	Signature	KL			Date Approved 5/11/09				
	Resource Manager, if using fi	unds manage	d by: 🔽State a	nd Federal School Portfolio Ma	anagement	Complem	entary Learning / After	School	Programs
	Scope of work indicates cor	npliant use of	f restricted res	ource and is in alignment w	ith school	site plan	(SPSA)		
2.	Signature William Monnes				Date Approved 7/15/09				
	Signature (if using multiple restricte	ed resources)			Date Ap	proved	<u> </u>		
	Network or Executive Office	r							
3	Services described in the so Consultant is qualified to pro-				site		······		
	Signature Annow of	t. Ca	sanar	es	Date Ap	proved	10/16/	09	
	Cabinet (CAO, CCA, CFO, CS	SO, Assist. Si	up. Facilities)				/ /	-	
4.	Signature d	/ Jac	at	5	Date Ap	proved	10201	<u>Ch</u>	
5.	Superintendent, Board of Ed	lucation or S	State Adminis	trator Signature on the leg	al contrac	zt			
Lega	al Required if not using standard	d contract	Approved		Denied -	- Reason		Date	
Proc	curement Date Received				PO Num	nber	<u> </u>		

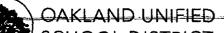
A999069.P001 Rev 11/5/2008

Board Office Use: Le	gislative File Info.
File ID Number	09-2989
Introduction Date	11.09.09
Enactment Number	09-2287
Enactment Date	11-18-09 29



Martin Carrow Constant

Memo	
То	Board of Education
From	Anthony Smith, Ph.D., Superintendent
Board Meeting Date (To be completed by Procurement)	
Subject	Professional Services Contract - Elaine Armour-Word(contractor) - Burckhalter Elementary School(site/department)
Action Requested	Ratification of professional services contract between Oakland Unified School District and Elaine Armour-Word Services to be primarily provided to Burckhalter Elementary School for the period of 08-28-2009 through 06-18-2010
Background A one paragraph explanation of why the consultant's services are needed.	Technology Intervention Specialist to provide ELA/Math intervention to FBB,BB and Basic students integrating technology (SuccessMaker software, Envision mathematics). Technology Specialist has expertise in ensuring full implementation of software program thus ensuring FBB, BB and Basic students master grade level standards and attain proficiency. Specialist support provide program advancement of SuccessMaker-a standards-based software program.
Discussion One paragraph summary of the scope of work.	Technology Intervention Specialist needed to provide ELA/Math intervention to FBB,BB and Basic students integrating technology (SuccessMaker software, Envision Mathematics). Technology Specialist will do the following: *Work with intervention students to provide extra academic support via SuccessMaker and Envision Mathematics software; *Model and provide Professional Development to teachers to ensure full implementation of SuccessMaker software program; * Provide detailed progress reports to students, teachers and administrator to track student progress.
Recommendation	Ratification of professional services contract between Oakland Unified School District and Elaine Armour-Word Services to be primarily provided to Burckhalter Elementary School for the period of 08-28-2009 through 06-18-2010
Fiscal Impact	Funding resource name (please spell out) Title I
Attachments	 Professional Services Contract including scope of work Fingerprint/Background Check Certification Insurance Certification TB screening documentation Statement of qualifications



SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2009-2010

This Agreement is entered into between the Oakland Unified School District (OUSD) and Elaine Armour-Word

(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 is specially trained, experienced, and competent to provide such services. The parties agree as follows.

- 1. Services: The CONTRACTOR shall provide the services as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services" or "Work").
- Terms: CONTRACTOR shall commence work on <u>08-28-2009</u>, or the day immediately following approval by the Superintendent, if total amount the CONTRACTOR has contracted with the District is below \$72,400 in the current fiscal year, or the Board of Education if total contracts exceeds \$72,400, whichever is later. The work shall be completed no later than <u>06-18-2010</u>.
- 3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed <u>Thirty-nine thousand dollars and 00/cents</u> Dollars (<u>\$ 39,000.00</u>). 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.

Payment for the 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 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
 - Completion of Pre-Consultant Screening Process Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening in current fiscal year.

Insurance Certificates and Endorsements – Documentation showing compliance with section 9 herein.

2. Agencies or organizations:

□ Insurance Certificates and Endorsements – Documentation showing compliance with section 9 herein.

- 5. Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of the Agreement except: _______which shall not exceed a total cost of \$______
- 6. CONTRACTOR Qualifications / Performance of Services.

CONTRACTOR Qualifications. CONTRACTOR 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 regulations, as they may apply.

Standard of Care. CONTRACTOR represents 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.

RODO 1163

P.O. No. _____

Professional Services Contract

OUSD Representative: Name Carin Geathers	CONTRACTOR: Name, Elaine Armour-Word						
Site /Dept.:Burckhalter Elementary School	Title:						
Address: 3994 Burckhalter Avenue	Address: 2011 Parker Street						
Oakland, CA	Berkeley CA	94801					
Phone: 510-879-1050	Phone: 510-841-6411						

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 in 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.

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

Check only one of the boxes below:

- □ The 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.
- Difference in the manner subject to the workers' compensation laws of California.
- ii. CONTRACTOR shall maintain 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 is attached. Inclusion of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

 (OR)

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 11. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

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

Contractor initial: <u>MU</u>

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). K999069 001 Rev. 3/26/2009 Page 3 of 5

- 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 students after 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 sea. 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 of this information.

- 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 either the State Administrator, the Board of Education, and/or the Superintendent as their 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.

Summary of terms and compensation:

Anticipated start date: 08-28-2009 INIFIÈD SCHOOL DÌSTRICT OAK Presiden Board of Education

State Administrator Sinterm Superintendent Work shall be completed by: 06-18-2010

Total Fee: \$ 39,000.00

CONTRACTOR Contractor Signature

Elaine Armour-Word

Print Name, Title

Secretary Board of Education Date

Certified: 1/18/09

Edgar Rakestraw, Jr., Secretary Board of Education

Board Office Use: Legislative File Info.								
File ID Number	09-2989							
Introduction Date	11.09.09							
Enactment Number	09-2287							
Enactment Date	11-18-09 89-							

K999069.001 Rev. 3/26/2009

Page 4 of 5

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 describe scope of work below.

Technology Intervention Specialist needed to provide ELA/Math intervention to FBB,BB and Basic students integrating technology (SuccessMaker software, Envision Mathematics). Technology Specialist will do the following: *Work with intervention students to provide extra academic support via SuccessMaker and Envision Mathematics software; *Model and provide Professional Development to teachers to ensure full implementation of SuccessMaker software program; * Provide detailed progress reports to students, teachers and administrator to track student progress.

SCOPE OF WORK

Elaine Armour-Word will provide a maximum of $\frac{780.00}{100}$ hours of services at a rate of $\frac{50.09}{100}$ per hour for a total not to exceed $\frac{39,000.00}{1000}$. Services are anticipated to begin on $\frac{08-28-2009}{10000}$ and end on $\frac{06-18-2010}{100000}$.

1. Description of Services to be Provided Please provide a one or two paragraphs program description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and the planned outcome.

Technology Intervention Specialist needed to provide ELA/Math intervention to FBB,BB and Basic students integrating technology (SuccessMaker software, Envision Mathematics). Technology Specialist will do the following: *Work with intervention students to provide extra academic support via SuccessMaker and Envision Mathematics software; *Model and provide Professional Development to teachers to ensure full implementation of SuccessMaker software program; * Provide detailed progress reports to students, teachers and administrator to track student progress.

2. Strategic Alignment: School-based contracts: Make clear how this service supports your academic goals and increases student achievement. Provide details as to program participation (Students will...) and intended outcomes (Students will be able to...) Central office contracts: How does this service support the overall strategic goals of your department and increase student achievement?

Students who are identified by California STAR testing results as Far Below Basic, Below Basic and Basic will receive targeted and differentiated intervention support in English Language Arts and/or Mathematics aligned to grade level standards not mastered on STAR. Intervention support will be on a push-in and/or pull-out basis (whichever is most beneficial to student). Students will be able to demonstrate consistent use of high leverage strategies in both ELA (reading comprehension) and math and apply these strategies daily as well as on formative assessments, benchmark assessments and on the 2009-2010 California STAR test.

3. 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:#1____

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" and the 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.

Professional Services Contract Amendment							
PO Number: P1001	563	Amendment of Contract					
Consultant Name:	Elaine Armour-Word						
Site/Department:	Burckhalter						
Board Status:							
Approval on:		Submitted for Ratification:					

Date: May 19, 2010

Dear Elaine Armour-Word,

Thank you for your willingness to provide high quality professional services to support the students of Oakland Unified School District. Your contract has been amended to provide additional services.

All contracts must be either approved or ratified by the Oakland Unified School District Board of Education.

Please contact the school site or department to arrange your start date.

If you have any questions or are unable to execute this contract, please contact the Procurement and Distribution Department at (510)879.8373. For information on consultant procedures visit OUSD website at <u>www.ousd.k12.ca.us</u> click on Financial Services to Procurement and Distribution Services.

Sincerely, Contracts Office

Cc: Site or Department that originated the contract

Tonie Irving

From: Sent: To: Cc: Subject: Tonie Irving Tuesday, May 18, 2010 1:38 PM Carin D Geathers 'elainewor@aol.com' EMail notification of PO.doc

Attachments:

EMail notification of PO.doc



EMail ation of PO.de

Elaine Armour-Word 2011 Parker Street Berkeley, California 94704 (510) 841-6411

email - elaineword@sbcglobal.net

RESUME

EDUCATION:

Pepperdine University - Los Angeles, California September 1985 - April 1987 - M.S. Educational Computing

Mount St. Mary's College, Los Angeles, California September 1971 - May 1974 - M. S. Education

Cal State Dominguez Hills, Dominguez Hills, California September 1967 - June 1969 - B. A. Political Science

Los Angeles City College September 1962 - June 1966 - A. A. Secretarial Science

EXPERIENCE:

INSTRUCTOR:

Patten <u>University</u> 2433 <u>Coolidge</u> Avenue Oakland, CA 94601

* August 2003 to present Adjunct faculty - Education Department Classroom Observation, Participation and Management

SUPERVISOR:

Mills College 5000 MacArthur Blvd. Oakland, CA 94613

* August 2003 to present Teacher Supervisor - Education Department Supervise student teachers throughout their student teaching placements in elementary schools; co-teach Seminar for Student Teaching Scheduled all Chapter I trips and related activities. Scheduled and administered all testing; provided inservicing for staff and parents; maintained audit trails for Chapter I equipment. In charge of computerization of student records; responsible for maintaining accurate Chapter I data and pupil statistics. Completed all other Chapter I duties and responsibilities as outlined in the job description. Operated the computer lab on a part-time basis.

INSTRUCTOR: (PART TIME)

Santa Monica Community College English Department Santa Monica, CA

Summer 1987 and summer 1988. Taught remedial English to a predominately limited English speaking student population. Administered reading and vocabulary placement tests and designed a program to meet individual student needs.

ADVISOR:

Los Angeles Unified School District Division of Special Education 450 North Grand Los Angeles, CA

November 1976 - June 1979 Inserviced school personnel on P.L. 94-142. As a member of a team, designed workshops for staff and parents at various school sites.

TEACHER:

Ascot Avenue Elementary School 1447 E. 45th Street Los Angeles, CA

January 1972 - November 1976. Maintained a self-contained classroom for Educable Mentally Retarded (EMR) students in grades 3rd - 6th until June 1976 and a self-contained 6th grade classroom until November 1976. Served as Psycho-Motor Coordinator from September 1975 to November 1976.

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AWARDS/HONORS:

_ 1989 - Chosen to be a member of LAUSD's team in conjunction with Apple Computer. Attended Hyperschool as part of Apple Computer's "New Initiative". Designed HyperCard programs in the areas of Language Arts and Science.

TEACHER/COORDINATOR:

Grass Valley Elementary School 4720 Dunkirk Ave. Oakland, CA 94605

* September 1993 - June 2005

<u>Classroom Teacher</u> - 4th. Grade Teach all required subjects in a self-contained classroom setting

Teacher on Special Assignment (TSA)

Provide new teacher support. Complete all EIA/SCE duties and responsibilities as needed by State and Federal guidelines.Conduct inservices for staff and parents; maintain audit trail for state-funded (EIA/SCE) equipment; responsible for maintaining accurate data and pupil statistics, monitor the computer lab. Provide instruction to students identified as Most In Need in both a pull-out program and classroom setting for grades K-5. Site Coordinator - SPECTRUM PARTNERSHIP

Liaison between the Partners and the schools; schedule and coordinate SPECTRUM activities and site specific meetings; facilitate an inquiry group; maintain Efficacy and Literacy materials; assist in creating an "Efficacious" environment.

Sixth Avenue Elementary School 3109 Sixth Avenue Los Angeles, California 90018

<u>Classroom Teacher</u> - April 1983 - June 1987 Grades 2nd - 4th. Taught all subjects in a self-contained classroom setting.

<u>Computer Lab Coordinator</u> - September 1987 - June 1990 Operated the school's computer lab on a full-time basis for Chapter I students in grades 3rd - 6th in the areas of reading/writing and mathematics. Responsible for purchasing all software, inservicing teachers, parents and educational aides. Met with teachers to determine remediation needs of individual students.

Chapter I Coordinator and Computer Lab Coordinator

June 1990 - June 1992

Served as Chapter I Coordinator and Computer Lab Coordinator with the assistance of a Teacher's Assistant. Responsible for purchasing all textbooks, software and other learning aides in all subjects.

ACORD CERTIFICAT	E OF LIABI	LITY INS	URANCE	=			
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FE-6609

SECTION II ADDITIONAL INSURED ENDORSEMENT

Policy No.: 97-05-2507-12

Named insured: ARMOUR-WORD, ELAINE DBA ELAINE ARMOUR-WORD CONSULTANT

Additional Insured (include address):

OAKLAND UNIFIED SCHOOL DISTRICT, ITS BOARD OF DIRECTORS, INDIVIDUALLY AND COLLECTIVELY, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS C/O OUSD RISK MANAGEMENT DEPARTMENT 1025 2ND AVENUE, ROOM 115A OAKLAND, CA 94606

WHO IS AN INSURED, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the Additional Insured shown above, but only to the extent that liability is imposed on that Additional Insured solely because of your work performed for that Additional Insured shown above.

Any insurance provided to the Additional Insured shall only apply with respect to a claim made or a suit brought for damages for which you are provided coverage.

The Primary Insurance coverage below applies only when there is an "X" in the box.

Primary Insurance. The insurance provided to the Additional Insured shown above shall be primary insurance. Any insurance carried by the Additional Insured shall be noncontributory with respect to coverage provided to you.

All other policy provisions apply.

FE-6609

JUE 10 2009

Printed in U.S.A.



State and Federal Compliance

SECTIONS 4 & 5: Academic and School Climate Action Plan

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		School Site #	SSC School Site #: 105 Chairperson's Initials (Principal's Initials:	aller	APPROVED Tuesday, November 9, 2009 by SSC		
Priority Area Math, ELA, School Climate, Parent Involvement	Bettene .	Student Group Impacted FB8, B8, B, ELL, GATE	Measure of Success CST, CELDT, CAHSEE, ETC.	Resource #	Resource Name	Object Code #	Object Code Name	Unique Position Code (UPC)	FTE	Budget Amount
School Climate/Parent Involvement	Funds to pay for extra clerical support to complete projects /support schoolwide programs throughout the school year as needed	Ail students	UYV,CST	7090	EIA/SCE	2425	Extra clerical			\$5,000.00
Math,ELA,Schoo Climate, Parent Involvement	Pay for conference expenses (conference registrations, and reimbursements for hotels, mileage, food, etc	All students	CST, OUSD benchmark assessments	7395	Tier 3-SIP INSTR	5220	CONFERENCE EXPENSE			\$1,500.00
Math/ELA	Add an additional day for computer Intervention Specialist (from 3X/week to 4X/week)	FBB, BB, B	Benchmark assessments	7090	EIA/SCE	5825	Consultant/Co ntraServe			\$6,00

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2009-201U

Revisions

SPSA

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School site Council Minutes Burckhalter Elementary School Tuesday, November 9, 2009

Persons Present: Stephanie Allen, Teacher (Secretary); Mrs. Thomas, Parent; Carin Geathers, Principal; Amisha Houston, Chairperson; Kathy Konrady, Teacher; Lisa Dokken, Teacher; Ms. Marilyn Russell, parent; Yolanda Cox, parent

I. Meeting called to order atv 5:35pm by Mrs. Houston, Quorum established

II. Mrs. Blanson, our DAC representative, reviewed the responsibilities of the SSC. She reminded us that we must have a quorum when voting.

III. Ms. Geathers distributed most current ELA benchmark assessment result data (grades 2-5). The December Chew and Chat scheduled for the first Saturday in December (December 5th) will be when Ms. Geathers will share school wide results with parent/community. Additionally, teachers will share results with parents at the first trimester report card parent/teacher/student conferences

IV. We reviewed and finalized both the Home School Compact and the Parent Involvement Policy. Suggestions were made about how to get students on time to school. Also, stronger language is needed where it says "check my child's homework". Add: Respect for everyone (parents, teachers, and staff). These will be distributed at parent/student/teacher conferences in December.

IV. Ms. Geathers reviewed Single Plan for Student Achievement (SPSA) and gave an overview of 2009-10 school site goals connected to current student data. We will discuss changes from 08-09 to 09-10 SPSA as well as priorities as we will realize a 5% decrease in school site budgets. We will have to make strategic cuts next year and align them to our data (benchmark and CST) to prioritize.

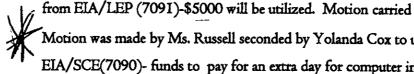
V. Ms. Geathers reviewed and members discussed most recent budget allocation with Ist Interim Revision Allocations and recommendations to support SPSA goals.

VI. SPSA Budget Revisions

Motion was made by Kathy Konrady, seconded by Mrs. Houston to move monies to purchase needed supplies for the remainder of the school yeart. This may include test prep materials including booklets for grades 2-5 as well

as classroom manipulatives, paper, pencils, etc. to support FBB, BB and B students to reach proficiency. From EIA/SCE Fall Revisions (4397) to Supplies (4310) \$2000. 00 Motioned carried

Motion was made by Kathy Konrady, seconded by Ms. Geathers use the remaining allocation of monies in EIA/LEP to purchase laptop computers to support English Learners within the classroom (writing, math, ELA). Monies



Motion was made by Ms. Russell seconded by Yolanda Cox to utilize EIA/SCE(7090)- funds to pay for an extra day for computer intervention specialist to support FBB,BB and B students to meet proficiency targets in math and ELA. Monies from (II20 teacher salary stipends) to (5825)

Consultant contract \$6,000. Motion carried. Motion was made by Ms. Geathers and seconded by Ms. Thomas that Amisha Houston (and another parent of a Title I student) be our parent representatives at the Annual Title I Conference in San Diego, CA. in April 2010. The monies from ARRA Title I parent participation (4399-surplus) to Travel and Conference (5200). Motion carried.

Open Forum: We still need a noon supervisor. We are looking into moving monies in GP funds to create and fund this position. We will report on the progress art the next SSC meeting.

Meeting was adjourned at 6:25 P.M.

Respectfully submitted,

Stephanie Allen, SSC Secretary