

Board Office Use: Legislative File Info.	
File ID Number	09-3390
Introduction Date	2/16/10
Enactment Number	10-0338
Enactment Date	2-24-10



OAKLAND UNIFIED
SCHOOL DISTRICT

expect Success

every student. every classroom. every day.

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent

Board Meeting Date 2/24/10
(To be completed by Procurement)

Subject Professional Services Contract Amendment - Hildie Spritzer, Oakland, CA - 909/Instructional Services

Action Requested

Ratification of professional services contract amendment between Oakland Unified School District and Hildie Spritzer, Oakland, CA. Services to be primarily provided to Instructional Services for the period of August 3, 2009 through June 30, 2010.

Background

A one paragraph explanation of why an amendment is needed.

California Senate Bill 2042 (1998), the new teacher credentialing law, establishes guidelines for school district induction programs. A district becomes the agent through which a teacher with a Preliminary Credential earns the Clear credential. One component of this law requires coaching, under a formative assessment system, for each teacher. This system employs a set of defined but flexible mentoring activities for each participating teacher, under the guidance of trained coach who assists the teacher in reflecting upon his/her professional practices. The Induction Program is projecting 300 Participating Teachers and 160 Beginning Teacher Support and Assessment Induction Coaches during 2009-2010.

Discussion

One paragraph summary of the amended scope of work.

Ratification by the Board of Education of Amendment No. 1 of Professional Services Contract between the District and Hildie Spritzer, Oakland, CA, for the latter to provide an additional 12 hours of support to teachers in Beginning Teacher Support and Assessment Induction Program requirements and to mentor teachers in classroom practices. Oakland Unified School District is hiring coaches trained by New Teacher Support and Development in its Formative Assessment system. Each coach will meet with the new teachers assigned to him/her during the school year. Coaches guide new teachers in improving their classroom practices and ensure that teachers complete requirements for their credential programs, for the period of August 03, 2009 through June 30, 2010 for an additional amount of \$500, amending the original contract amount from \$8,000 to \$8,500. All other terms and conditions will remain in full force and effect.

Recommendation

Ratification of Amendment No. 1 professional services contract between Oakland Unified School District and Hildie Spritzer, Oakland, CA. Additional services to be primarily provided to 909/Instructional Services for the period of August 03, 2009 through June 30, 2010.

Fiscal Impact

Funding resource name Tier3-Teacher Credential Block Grant not to exceed \$8,500.

Attachments

- Contract Amendment
- Copy of original contract

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD)

and Hildie Spritzer (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on August 3, 2009, and the parties agree to amend that Agreement as follows:

1. **Services:** ☒ The scope of work is unchanged. ☐ The scope of work has changed.
If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
☐ Revised scope of work attached.
The CONTRACTOR agrees to provide the following amended services: _____
To provide 198 hours of supporting additional teachers with Beginning Teacher Support and Assessment Induction Program requirements and to mentor teachers in classroom practices.

2. **Terms (duration):** ☒ The term of the contract is unchanged. ☐ The term of the contract has changed.
If the term has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____.

3. **Compensation:** ☐ The contract price is unchanged. ☒ The contract price has changed.
If the compensation has changed: The contract price is amended by
☒ Increase of \$ 500.00 to original contract amount
☐ Decrease of \$ _____ to original contract amount
and the new contract total is Eight Thousand Five Hundred dollars (\$ 8,500.00)

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	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

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

☐ President, Board of Education
☒ Anthony Smith, Ph.D., Superintendent

12/17/09
Date

CONTRACTOR

11/20/09
Contractor Signature
HILDIE SPRITZER, CONSULTANT
Print Name, Title

Certified:

Edgar Rakestraw, Jr., Secretary
Board of Education
2/25/10
Date
Edgar Rakestraw, Jr., Secretary
Board of Education

Board Office Use: Legislative File Info.	
File ID Number	<u>09-3390</u>
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Enactment Date	<u>2-24-10</u>

PROFESSIONAL SERVICES CONTRACT AMENDMENT ROUTING FORM

Basic Directions

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
Checklist

☒ Copy of original contract

☒ 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: arlene.herra@ousd.k12.ca.us

Contractor Information

Contractor Name	Hildie Spritzer	Agency's Contact	Hildie Spritzer					
OUSD Vendor ID #	I004335	Title	Consultant/Contractor					
Street Address	5070 Kearney Avenue	City	Oakland	State	CA	Zip	94602	
Telephone	(510) 530-4381	Email	hildiespritzer@gmail.com					

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 8,000.00	Original PO Number	P1001335
Amended Amount	\$ 500.00	New Requisition #	R0002846
New Contract Total	\$ 8,500.00		

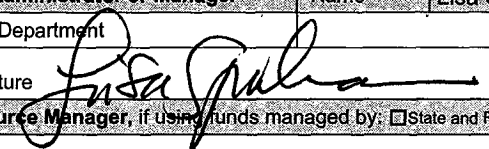

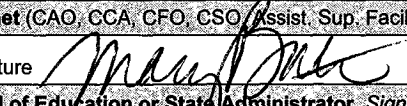
Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
0520	Tier3-Teacher	9099017261	5825	\$ 500.00
	Credential Block			\$
	Grant			\$

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.

1.	Site Administrator or Manager	Name	Lisa Spielman	Ext.	597-4911	Fax	597-3613
	Site / Department	909/Instructional Services					
	Signature				Date Approved	1/19/09	
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> School Portfolio Management <input type="checkbox"/> Complementary Learning / After School Programs						
	Signature				Date Approved		
	Signature (if using multiple restricted resources)				Date Approved		
3.	Network or Executive Officer						
	Signature				Date Approved	12/8/09	
	Cabinet (CAO, CCA, CFO, CSO, Assist. Sup. Facilities)						
	Signature				Date Approved	12/9/09	
5.	Board of Education or State Administrator Signature on the legal contract						
Legal Required if not using standard contract		Approved		Denied - Reason		Date	
Procurement		Date Received		PO Number			

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2009-2010

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 a Purchase Order has been issued.

1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
2. Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check).
3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
4. OUSD contract originator creates the requisition.
5. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

RECEIVED

AUG 28 2009

Attachment Checklist

- ☒ For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
- ☒ 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

CONTRACT OFFICE
PROCUREMENT DEPT.

OUSD Staff Contact Emails about this contract should be sent to: arlene.herra@ousd.k12.ca.us

Contractor Information

Contractor Name	Hildie Spritzer	Agency's Contact	Hildie Spritzer
OUSD Vendor ID #	1004335	Title	Consultant/Contractor
Street Address	5070 Kearney Avenue	City	Oakland
Telephone	(510) 530-4381	State	CA
		Zip	94602
Email	hildiespritzer@gmail.com		
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		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	08/03/2009	Date work will end	06/30/2010	Other Expenses	0.00
Pay Rate Per Hour (required)	\$42.86	Number of Hours	187	Total Contract Amount	\$8,000.00

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
D520	Tier3-Principal	909 9017 261	5825	\$8,000.00
	Investment-T		5825	\$
			5825	\$
Requisition No.	R0000612		Total Contract Amount	\$8,000.00

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.

1.	Administrator / Manager (Originator)	Name	Lisa Spielman	Phone	879-8903
	Site / Department	909 Instructional Services		Fax	879-8912
	Signature			Date Approved	8/10/09
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> School Portfolio Management <input type="checkbox"/> Complementary Learning / After School Programs				
	<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.	Network or Executive Officer				
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature			Date Approved	8/18/09
4.	Cabinet (CAO, CCA, CFO, CIO, Asst. Sup. Facilities)				
	Signature			Date Approved	8/19/09
5.	Superintendent, Board of Education or State Administrator Signature on the legal contract				
Legal Required if not using standard contract		Approved		Denied - Reason	
Procurement		Date Received		PO Number	



OUSD Requisition No.

Board Office Use: Legislative File Info.	
File ID Number	09-2505
Introduction Date	9-14-09
Enactment Number	09-1970
Enactment Date	9/23/09 <i>en</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

expect Success

every student. every classroom. every day.

Memo

To Board of Education *[Signature]*
 From Anthony Smith, Ph.D., Superintendent
 Board Meeting Date 9/23/09
 (To be completed by Procurement)
 Subject Professional Services Contract – Hildie Spritzer (contractor) - 909/Instructional Services (site/department).

Action Requested Ratification by the Board of Education of a Professional Services Contract between Oakland Unified School District and Hildie Spritzer. Services to be primarily provided to 909/Instructional Services for the period of August 3, 2009 through June 30, 2010.

Background California Senate Bill 2042 (1998), the new teacher credentialing law, establishes guidelines for school district induction programs. A district becomes the agent through which a teacher with a Preliminary Credential earns the Clear credential. One component of this law requires coaching, under a formative assessment system, for each teacher. This system employs a set of defined but flexible mentoring activities for each participating teacher, under the guidance of trained coach who assists the teacher in reflecting upon his/her professional practices. The Induction Program is projecting 300 Participating Teachers and 160 Beginning Teacher Support and Assessment Induction Coaches during 2009-2010.

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

Discussion Ratification by the Board of Education of a Professional Services Contract between the District and Hildie Spritzer of Oakland, California, for the latter to support teachers with Beginning Teacher Support and Assessment Induction Program requirements and to mentor teachers in classroom practices. Oakland Unified School District is hiring coaches trained by New Teacher Support and Development in its Formative Assessment system. Each coach will meet with the new teachers assigned to him/her during the school year. Coaches guide new teachers in improving their classroom practices and ensure that teachers complete requirements for their credential programs, for the period of August 3, 2009 through June 30, 2010 in the amount not to exceed \$8,000.00.

One paragraph summary of the scope of work.

Recommendation Ratification by the Board of Education of a Professional Services Contract between Oakland Unified School District and Hildie Spritzer. Services to be primarily provided to 909/Instructional Services for the period of August 3, 2009 through June 30, 2010.

Fiscal Impact Funding resource name (please spell out) Tier3-Principal Investment-T not to exceed \$8,000.

Attachments

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



OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2009-2010

This Agreement is entered into between the Oakland Unified School District (OUSD) and Hildie Spritzer (CONTRACTOR). OUSD is authorized by Government Code Section 53080 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").
2. **Terms:** CONTRACTOR shall commence work on 08/03/2009, 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 06/30/2010.

3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Eight Thousand Dollars (\$ 8,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: none

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: none which shall not exceed a total cost of \$ 00.00.

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:

Professional Services Contract

OUSD Representative:

Name: Lisa Spielman

Site /Dept.: 909 Instructional Services

Address: 1025 Second Avenue, P16

Oakland, CA

Phone: 879-8903

CONTRACTOR:

Name: Hildie Spritzer

Title: Consultant/Contractor

Address: 5070 Kearney Avenue

Oakland

CA

94602

Phone: (510) 530-4381

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.

1. 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 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. **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 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.

☒ The CONTRACTOR does not employ anyone 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: _____
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
 21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to 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 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 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: 08-03-2009Work shall be completed by: 06-30-2010Total Fee: \$ 8,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

☐ President, Board of Education☐ State Administrator☒ ~~Interim~~ Superintendent**Certified:**Secretary,
Board of EducationEdgar Rakestraw, Jr., Secretary
Board of Education

Date

9/24/09

CONTRACTOR

Contractor Signature

Hildie Spritzer, Consultant/Contractor

Print Name, Title

Date

9/23/09**Board Office Use: Legislative File Info.**

File ID Number	<u>09-2505</u>
Introduction Date	<u>9/14/09</u>
Enactment Number	<u>09-1970</u>
Enactment Date	<u>9/23/09</u>

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 describe scope of work below.

Ratification by the Board of Education of a Professional Services Contract between OUSD and Hildie Spritzer of Oakland, California, for the latter to support teachers with Beginning Teacher Support and Assessment induction Program requirements and to mentor in classroom practices. OUSD is hiring coaches trained by New Teacher Support and Development for Formative Assessment. Each coach meets with teachers assigned to him or her during the school year. Coaches guide new teachers in improving classroom practices and ensure that teachers complete requirements for their credential programs; for the period of August 3, 2009 through June 30, 2010 in an amount not to exceed \$8,000.

SCOPE OF WORK

Hildie Spritzer will provide a maximum of 187 hours of services at a rate of \$42.86 per hour for a total not to exceed \$8,000.00. Services are anticipated to begin on 08/03/2009 and end on 06/30/2010.

- 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.

Oakland Unified School District is hiring coaches trained by New Teacher Support and Development in its Formative Assessment system. Each Coach will meet with the new teachers assigned to him or her, at the teachers' sites, at least one hour per week during the school year. Coaches use an inquiry-based protocol to help guide new teachers in improving their classroom practices. Coaches will ensure that new teachers complete requirements for their respective credential programs. The Coach has the following responsibilities: conducts classroom observations; demonstrates lessons; helps teachers assemble class profiles; helps teachers analyze student work; collaborates in the planning and designing of lessons in relation to content and strategies; synthesizes data; develops models for self-assessment; establishes individual professional learning plans. Each Coach submits documents/evidence from their weekly meetings to the office of New Teacher Support & Development.

- 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?

Each Coach will meet with each new teacher assigned to him or her, at the teacher's site, at least one hour per week during the school year. Each Coach will submit the following documentation regarding coaching activities with each new teacher: 10 Collaborative Log documents; 2 Analysis of Student Work documents; an Individualized Learning Plan document; 1 Professional Goals document; at least 8 Formative Assessment Observation documents. Each Coach will ensure that new teachers assigned to him or her complete requirements for their respective credential programs and develop professional competencies and classroom practices aimed at improving student achievement.

- 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: _____

☐ **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.