

Board Office Use: Legislative File Info.	
File ID Number	12-0824
Introduction Date	04/25/2012
Enactment Number	12-1160
Enactment Date	4-25-12 JS



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
 Tony Smith, Ph.D., Superintendent

From By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date April 25, 2012
 (To be completed by Procurement)

Subject Professional Services Contract Amendment - 1
 Museum of Children's Art Oakland CA (Contractor, City/State) -
 ASCEND (site/department)

Action Requested Approval by the Governing Board of the amendment to the professional services contract between the District and Museum of Children's Art. Services to be primarily provided to ASCEND for the period of 12/01/2011 through 06/30/2012, in an amount not to exceed \$3,240.00.

Background
A one paragraph explanation of why an amendment is needed.
 A contract amendment is needed in order to provide additional hours of one on one and small group professional development for ASCEND teachers from April 1 to June 30. Because we had limited funds in the fall, our original contract did not consist of sufficient hours to provide the coaching services that teachers need in order to strengthen their instructional practices in the research-based visual arts integration program that promotes student learning in ELA, math, science, and history.

Discussion
One paragraph summary of the amended scope of work.
 Amendment No. 1 of a contract for services between OUSD and MOCHA, Oakland, CA, for the latter to provide a total of 50 additional hours of one-on-one and small group coaching services in our research-based visual arts integration program; 31 additional hours are included in the contract for the coaching artists' preparation of materials and planning for coaching sessions, for the period of 12/1/11 through 6/30/12, increasing the Not to Exceed amount to \$34,400. All other terms remain in full force and effect.

Recommendation Approval by the Governing Board of the amendment to the professional services contract between the District and Museum of Children's Art. Services to be primarily provided to ASCEND for the period of 12/01/2011 through 06/30/2012, in an amount not to exceed \$3,240.00.

Fiscal Impact Funding resource name (please spell out) Measure G Art
 not to exceed \$ 3,240.00.

Attachments

- Contract Amendment
- Copy of original contract

Board Office Use: Legislative File Info.	
File ID Number	12-0824
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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools. Thriving Students.

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

This Amendment is entered into between the Oakland Unified School District (OUSD) and Museum of Children's Art (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on December 1, 2011, 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. OR, The CONTRACTOR agrees to provide the following amended services:

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 06/30/2012.

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 \$ 3,240.00 to original contract amount
 Decrease of \$ _____ to original contract amount
 and the new contract total is thirty four thousand four hundred dollars (\$ 34,400.00)

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

[Signature]
 President, Board of Education
 Superintendent or Designee

[Signature]
 Edgar Rakestraw, Jr., Secretary
 Board of Education

4/25/12
 Date
4/25/12
 Date

CONTRACTOR

[Signature]
 Contractor Signature
MASAKO KALBACH, Interim Executive Dir.
 Print Name, Title

3-9-2012
 Date

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Three MOCHA artists will provide a total of 50 additional hours of one-on-one and small group coaching services in our research-based visual arts integration program; 31 additional hours are included in the contract for the coaching artists' preparation of materials and planning for coaching sessions. Please see original contract for a description of the content of the coaching sessions.

SCOPE OF WORK

Museum of Children's Art will provide a maximum of 81.00 hours of services at a rate of \$ 40.00 per hour for a total not to exceed \$3,240.00. Services are anticipated to begin on 12/01/2011 and end on 06/30/2012.

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

MOCHA artists will provide a total of 50 additional hours of weekly one on one and small group coaching sessions to ASCEND's 18 classroom teachers and 3 EEIP teachers. Coaching sessions will include collaborative planning, model teaching, and co-teaching of lessons to accelerate student achievement, as well as after school and summer professional development workshops. Additionally, MOCHA artists will conduct 31 hours of preparation for the coaching sessions, including meetings with the principal and instructional coach, preparation of arts materials, and instructional planning sessions, in order to plan the visual arts integration program.

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

The program will support ASCEND teachers and administrators in implementing and refining its research-based visual arts integration program:

- Students will gain equitable and improved access to core content in English language arts, history, science, and math, and thus will improve their academic achievement throughout the content areas. As a result of this program, students will develop stronger vocabulary skills (through pictorial input), a deeper understanding of the content of complex texts, more refined observation skills, and clear mental models of content area concepts.
- Classroom teachers will better serve the individual learning needs of students as they learn methods to integrate the visual arts throughout the content areas.

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

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: _____

 - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email or scanned documents, fax or drop off.
 1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

PROFESSIONAL SERVICES CONTRACT AMENDMENT ROUTING FORM 2011-2012

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. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work has changed. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**
4. OUSD contract originator submits amendment packet to Procurement 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

Contract amendment packet including Board Memo and Amendment Form
 Amended Scope of work (be specific as to what is changing)
 Copy of original contract

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

Contractor Information

Contractor Name	Museum of Children's Art	Agency's Contact	Masako Hoshino Kalbach	
OUSD Vendor ID #	I003602	Title	Acting Director of Operations	
Street Address	538 9th St.	City	Oakland	State CA Zip 94607
Telephone	(510) 465-3062	Email	masako@mocha.org	

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 31,160.00	Original PO Number	P1204367
Amended Amount	\$ 3,240.00	New Requisition #	R0203586
New Total Contract Amount	\$ 34,400.00	Start Date	12/01/2011
		End Date	06/30/2012

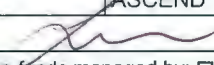
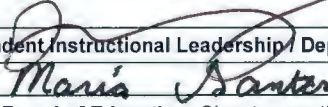
Budget Information

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
0089	Measure G Art	1851118199	5825	\$ 3,240.00
			5825	\$
			5825	\$

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	Larissa Adam	Phone	5108793140	Fax	5105347377
1.	Site / Department	ASCEND					
	Signature				Date Approved	3.7.12	
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs						
	Signature				Date Approved		
	Signature				Date Approved		
3.	Regional or Executive Officer						
	Signature				Date Approved	3/21/12	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations						<input type="checkbox"/> Consultant Aggregate Under \$50,000
	Signature				Date Approved	3-23-12	
5.	Superintendent or Board of Education <i>Signature on the legal contract</i>						
	Legal Required if not using standard contract	Approved		Denied - Reason		Date	
	Procurement	Date Received		PO Number			

1689

Board Office Use: Legislative File Info.	
File ID Number	11-3257
Introduction Date	1-25-12
Enactment Number	12-0127
Enactment Date	1-25-12



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To The Board of Education

From Tony Smith, Ph.D., Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by Procurement) 1-25-12

Subject Professional Services Contract -
Museum of Children's Art Oakland CA (contractor, City State)
ASCEND (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Museum of Children's Art. Services to be primarily provided to ASCEND for the period of 12/01/2011 through 06/30/2012.

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

MOCHA's services are needed because the arts expertise of the organization's coaching artists supports ASCEND's teachers in implementing a research-based, standards-based visual arts integration program that accelerates student learning in English language arts, math, science, and history.

Discussion
One paragraph summary of the scope of work.

MOCHA artists will provide a total of 760 hours of weekly one on one and small group coaching sessions to ASCEND's 18 classroom teachers and 3 EEIP teachers. Coaching sessions will include collaborative planning, model teaching, and co-teaching of lessons to accelerate Title I student achievement, as well as after school and summer professional development workshops. Additionally, MOCHA artists will conduct 19 hours of meetings with the principal and instructional coach throughout the school year, in order to collaboratively plan the visual arts integration program.

Recommendation Ratification of professional services contract between Oakland Unified School District and Museum of Children's Art. Services to be primarily provided to ASCEND for the period of 12/01/2011 through 06/30/2012.

Fiscal Impact Funding resource name (please spell out) Measure G
A & M Block Grt not to exceed \$31,160.00

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

Board Office Use: Legislative File Info.	
File ID Number	11-3257
Introduction Date	1-25-12
Enactment Number	12-0127
Enactment Date	1-25-12



OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2011-2012

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

1. **Services:** CONTRACTOR shall provide the services described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").
2. **Terms:** CONTRACTOR shall commence work on 12/01/2011, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/30/2012.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed thirty one thousand one hundred sixty and no/100 Dollars (\$31,160.00). 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: _____

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

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

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 1. Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 2. Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* _____ which shall not exceed a total cost of \$ _____.
6. **CONTRACTOR Qualifications / Performance of Services.**

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

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

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

Professional Services Contract

OUSD Representative:

Name: Larissa Adam
Site /Dept.: ASCEND
Address: 3709 E. 12th St.
Oakland, CA 94601
Phone: (510) 879-3140

CONTRACTOR:

Name: Masako Hoshino Kalbach
Title: Director of Finance & Operations
Address: 538 9th St.
Oakland CA 94607
Phone: (510) 465-8770

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and a statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

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

10. Insurance:

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

Check one of the boxes below:

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

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

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

OR

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

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

Professional Services Contract

22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.
 CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
28. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
29. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Summary of terms and compensation:

Anticipated start date: 12/01/2011 Work shall be completed by: 06/30/2012 Total Fee: \$31,160.00

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos
 President, Board of Education
 Superintendent or Designee

 Secretary, Board of Education

12-19-11
 Date

 Date

CONTRACTOR

[Signature]
 Contractor Signature

11-23/2011
 Date

Masako Hoshino Kalbach Director of Finance & Operations
 Print Name, Title

Certified:
[Signature]
 Edgar Rakestraw, Jr., Secretary
 Board of Education

1/26/12

LEGISLATIVE FILE

File ID Number 11-3257
 Introduction Date 1-25-12
 Enactment Number 12-0127
 Enactment Date 1-25-12

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

MOCHA artists will provide a total of 760 hours of weekly one on one and small group coaching sessions to ASCEND's 18 classroom teachers and 3 EEIP teachers. Coaching sessions will include collaborative planning, model teaching, and co-teaching of lessons to accelerate Title I student achievement, as well as after school and summer professional development workshops. Additionally, MOCHA artists will conduct 19 hours of meetings with the principal and instructional coach throughout the school year, in order to collaboratively plan the visual arts integration program.

SCOPE OF WORK

Museum of Children's Art will provide a maximum of 779.00 hours of services at a rate of \$ 40.00 per hour for a total not to exceed \$31,160.00. Services are anticipated to begin on 12/01/2011 and end on 06/30/2012.

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

MOCHA artists will provide a total of 760 hours of weekly one on one and small group coaching sessions to ASCEND's 18 classroom teachers and 3 EEIP teachers. Coaching sessions will include collaborative planning, model teaching, and co-teaching of lessons to accelerate student achievement, as well as after school and summer professional development workshops. Additionally, MOCHA artists will conduct 19 hours of meetings with the principal and instructional coach throughout the school year, in order to collaboratively plan the visual arts integration program.

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

The program will support ASCEND teachers and administrators in implementing and refining its research-based visual arts integration program:

- Students will gain equitable and improved access to core content in English language arts, history, science, and math, and thus will improve their academic achievement throughout the content areas. As a result of this program, students will develop stronger vocabulary skills (through pictorial input), a deeper understanding of the content of complex texts, more refined observation skills, and clear mental models of content area concepts.
- Classroom teachers will better serve the individual learning needs of students as they learn methods to integrate the visual arts throughout the content areas.

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

- [x] Ensure a high quality instructional core
[x] Develop social, emotional and physical health
[x] Create equitable opportunities for learning
[x] High quality and effective instruction
[x] Prepare students for success in college and careers
[] Safe, healthy and supportive schools
[] Accountable for quality
[] Full service community district

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required) – Action Item Number: _____**

 - Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.**
 1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YY)
9/1/11

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

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

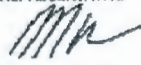
PRODUCER Heffernan Insurance Brokers 101 Second Street, Suite 120 Petaluma, CA 94952 CA License #0564249	CONTACT NAME: PHONE (A/C, No, Ext): 707-781-3400 FAX (A/C, No): 707-781-0800	
	EMAIL ADDRESS:	
INSURED Museum of Children's Art 538 Ninth St., Suite 210 Oakland, CA 94607	INSURERS AFFORDING COVERAGE	
	INSURER A:	Markel Insurance Company NAIC # 38970
	INSURER B:	Everest National Insurance Company 10120
	INSURER C:	
	INSURER D:	
	INSURER E:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		8502SS3168853	09/01/11	09/01/12	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GENTL. AGGREGATE LIMIT APPLIES PER						PERSONAL & ADV INJURY	\$1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	\$
	DED RETENTION \$						AGGREGATE	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		6600000593111	09/01/11	09/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER	\$1,000,000
	<input type="checkbox"/> Y/N						E.L. EACH ACCIDENT	\$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project: As on file with the insured. Oakland Unified School District is named as additional insured with respect to the general liability per the attached CG20 26 11 85. Limits of Liability are at policy inception.

CERTIFICATE HOLDER Oakland Unified School District Office of the Superintendent 1025 Second Avenue Oakland, CA 94606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Insured Name: Museum of Children's Art
Policy Number: 8502SS3168853
Effective Dates: 09/01/11-09/01/12

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
Oakland Unified School District
Information required to complete this Schedule, if not shown above, will be shown in the Declarations

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

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.

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

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
	<input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
	<input checked="" type="checkbox"/> For All Consultants with employees: Proof of workers compensation insurance

OUSD Staff Contact *Emails about this contract should be sent to* larissa.adam@ousd.k12.ca.us

Contractor Information

Contractor Name	Museum of Children's Art	Agency's Contact	Masako Hoshino Kalbach
OUSD Vendor ID #	I003602	Title	Director of Finance & Operations
Street Address	538 9th St.	City	Oakland
Telephone	(510) 465-8770	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Zip	94607
		Email	masako@mocha.org
		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	12/01/2011	Date work will end	06/30/2012	Other Expenses	
Pay Rate Per Hour (required)	\$ 40.00	Number of Hours	779.00	Total Contract Amount	\$ 31,160.00

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	
0089	Measure G	1851118199	5825	\$ 24,525.00	
0508	A & M Block Grt	1851118161	5825	\$ 6,635.00	
			5825	\$	
Requisition No.	R0202462			Total Contract Amount	\$ 31,160.00

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.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epis.gov/epis/search.do>)

1.	Administrator / Manager (Originator)	Name	Larissa Adam	Phone	(510) 879-3140
	Site / Department		ASCEND	Fax	(510) 534-7377
	Signature				Date Approved
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <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
3.	Regional Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
Signature				Date Approved	12/13/11
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations				<input type="checkbox"/> Consultant Aggregate Under \$50,000
	Signature				Date Approved
5.	Superintendent, Board of Education <i>Signature on the legal contract</i>				
Legal Required if not using standard contract		Approved	Denied - Reason	Date	
Procurement	Date Received		PO Number	P1204367	