Board Office Use: Le	gislative File Info.
File ID Number	12-1177
Introduction Date	5-23-12
Enactment Number	12-1389
Enactment Date	5-2312 82



Community Schools, Thriving Students

Memo

To

Board of Educatio

From

Tony Smith, Ph.D., Superintendent

By: Maria Santos, Deputy Superintendent, Instruction, Leadership &

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

<b>Board Meeting Date</b>
(To be completed by
Procurement)

5-23-12

Su	hi	-	ct
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Professional Services Contract Amendment - One

Shirley Yee Oakland CA (Contractor, City/State) 957 - Alternative Education Office (site/department)

# Action Requested

Ratification by the Governing Board of the amendment to the professional services

contract between the District and Shirley Yee

Services to be primarily provided to 957 - Alternative Education Office for the period of 11/01/2011 through 06/30/2012, in an amount not to exceed

\$ 10,000.00

# Background

A one paragraph explanation of why an amendment is needed.

The City of Oakland Measure Y grant provides funding for gang prevention and intervention services at five alternative schools, including Dewey, Rudsdale, Bunche, Community Day School and Street Academy. Consultant Shirley Yee manages the grant under the supervision of the Coordinator of Alternative Education.

# Discussion

One paragraph summary of the amended scope of work.

Amendment # 1 of a contract for services between OUSD and (Shirley Yee), (Oakland, California) for the latter to provide expanded and additional hours (270 hours) in order to: 1) Manage direct services with California Youth Outreach to five alternative schools including Dewey, Rudsdale, Bunche, Community Day School, and Street Academy; 2) Coordinate Project ReConnect's six week parent series on gang prevention and intervention; 3) Facilitate Interagency Gang Prevention Collaborative meetings; 4) Complete grant reports and evaluation activities as required by the City of Oakland through the period of (November 1, 2011) through (June 30, 2012) increasing the Not to Exceed Amount from \$38,625.00 to \$48,625.00. All other terms remain in full force and effect.

# Recommendation

Ratification by the Governing Board of the amendment to the professional services contract between the District and Shirley Yee .

Services to be primarily provided to 957 - Alternative Education Office for the period of 11/01/2011 through 06/30/2012 , in an amount not to exceed

\$ 10,000.00

# Fiscal Impact

Funding resource name (please spell out) Tier 3-Principal Investment not to exceed \$ 10,000.00

Attachments

- Contract Amendment
- Copy of original contract

Board Office Use: Leg	islative File Info.
File ID Number	12-1177
Introduction Date	5.23.12
Enactment Number	12-1389
Enactment Date	5-23-1283



Community Schools, Thriving Students

# AMENDMENT NO. One TO PROFESSIONAL SERVICES CONTRACT

Revise creased and ternative scholect ReCor	d scope of work att expanded hours ools including De inect's six week p	is services, materials, products, and/or reports; attach additional pages tached. <b>OR</b> , The CONTRACTOR agrees to provide the following am (270 hours) in order to 1) Manage direct services with Californ ewey, Rudsdale, Bunche, Community Day School, and Street Aparent series on gang prevention and intervention: 3) Facilitate ngs; 4) Complete grant reports and evaluation activities as required.	ended services: ia Youth Outreach to five academy; 2) Coordinate interagency Gang
If the	term has chang	term of the contract is <u>unchanged</u> .   The term of the contract ged: The contract term is extended by an additional270 horizon date is06/30/2012	
Remaini and in ful	Decrease he new contract to	of \$ 10,000,00 to original contract amount of \$ to original contract amount total is Forty Eight Thousand, Six Hundred Twenty Fivedollars	
	-	us amendments to this Agreement.   This contract has previously be	en amended as follows:
No.	Date	General Description of Reason for Amendment	Increase (Decrease)
			\$
			\$
-			\$
		is not effective and no payment shall be made to Contractor until inistrator, the Board of Education, and/or the Interim Superinter	

# **EXHIBIT "A" Scope of Work**

# DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Approval by the Board of Education of a professional services Amended Contract between Oakland Unified School District and Shirley Yee, Violence Prevention Consultant of Oakland, California for the latter to provide expanded and additional hours (270 hours) in order to: 1) Manage direct services with California Youth Outreach to five alternative schools including Dewey, Rudsdale, Bunche, Community Day School, and Street Academy; 2) Coordinate Project ReConnect's six week parent series on gang prevention and intervention: 3) Facilitate Interagency Gang Prevention Collaborative meetings; 4) Complete grant reports and evaluation activities as required by the City of Oakland; for the period of November 1, 2011 through June 30, 2012 in the amount Not to Exceed \$10,000.00.

SCOPE OF WORK

			. 070 00	
	rley Yee		imum of 270.00 hours of services at a rate of \$37.00 per hour	for a
tota	I not to exceed \$10,000.00	<ul> <li>Services are anticipated to b</li> </ul>	pegin on 11/01/2011 and end on 06/30/2012	
1.		es to be Provided: Provided D is purchasing and what this Co	e a description of the service(s) the contractor will provide. Be spentractor will do.	cific
	Intervention grant funded behours in addition to the original particular and coordinate part and coordinate part (a) Complete grant reporting	y the City of Oakland. This appropriate the following the	rative Youth Outreach at five alternative schools nership with Project ReConnect s outlined by the City of Oakland	
		e and completion of grant delivers or of Oakland and Measure Y gran	rables and objectives as outlined in the Oakland Unified School nt proposals.	
2.	result of the service(s): 1) children are attending schomany more Oakland children	How many more Oakland chill of 95% or more? 3) How many ren have access to, and use, the	es from the services of this Contract? Be specific. For example, Idren are graduating from high school? 2) How many more Oa more students have meaningful internships and/or paying jobs? 4 e health services they need? Provide details of program participill be able to). NOT THE GOALS OF THE SITE OR DEPARTMI	akland ) How pation
		ombined total of 1000 one on one		
	2) 50 youth will participate i	n Gang ReDirect (Life Skills) clas	sses	
			ours of parenting classes will be offered	
	4) 75% of youth participants	s will not be arrested low a 5-0% reduction in truancy r	rates	
	6) less than 25% of student	participants will be suspended;	under 5% will be expelled	
			dditional support provider I over their family environment and increased knowledge about the	eir
3.	Alignment with Distr	ict Strategic Plan: Indicate	the goals and visions supported by the services of this contract:	
	(Check all that apply.)			
	Ensure a high quality in		Prepare students for success in college and careers	
	✓ Develop social, emotion		Safe, healthy and supportive schools	
	Create equitable oppor	tunities for learning	Accountable for quality	

✓ Full service community district

Rev. 6/22/11 v3 Page 5 of 6

High quality and effective instruction

# 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.

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

# CERTIFICATE OF LIABILITY INSURANCE

HMB **UOBB** 

DATE (MM/DD/YYYY) 08-05-2011

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.

th	PORTANT: If the certificate holder e terms and conditions of the policy ertificate holder in lieu of such endo	, cer	tain p	olicies may require an end					
	OCER	. 03111	01,610		CONTACT NAME:				
OA 10	KLAND ASSOC OF INS 1 1442 P: (866)467-873	AGN	ITS	INC/PHS	PHONE (A/C, No, Ext): (85 E-MAIL	6)467-873	O FA)	X C, No1: (	877)905-0457
PO	BOX 33015	0 1	- (0		ADDRESS: PRODUCER CUSTOMERID #:				
SA	N ANTONIO TX 78265					NSURER(S) AFFOR	DING COVERAGE		NAIC #
WSU	₩D				INSURER A : Sent	tinel Ins	Co LTD		
arr	TOLDY VOD				INSURER B :				
	IRLEY YEE				INSURER C :				
	HOME PL E KLAND CA 94610				INSURER D ;				
UM	KLIAND CA 34010				INSURER E :				
					INSURER F :				
CO	VERAGES CERT	TIFIC	ATE	NUMBER:		REV	ISION NUMBER:		
IN CE EX	IIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY F ERTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUCH	PER POLI	TAIN, CIES.	THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE	OF ANY CONTRA ED BY THE POLICE BEEN REDUCED BY	CT OR OTHER I	DOCUMENT WITH R HEREIN IS SUBJEC	RESPECT	TO WHICH THIS
NSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DO/YYYY)		LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurren		1,000,000
_	CLAIMS-MADE X OCCUR						MED EXP (Any one pers		10,000
A	X General Liab	X		57 SBM VA2551	09/15/2011	09/15/2012	PERSONAL & ADV INJU	URY 4	1,000,000
		1						_	2 000 000

GENERAL AGGREGATE \* 2,000,000 . 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG X LOC POLICY COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY \$ 1,000,000 ANY AUTO BODILY INJURY (Per person) ALL OWNED AUTOS BODILY INJURY (Per eccident SCHEDULED AUTOS PROPERTY DAMAGE 57 SBM VA2551 09/15/2011 09/15/2012 (Per accident) X HIRED AUTOS X NON-OWNED AUTOS UMBRELLA LIAB EACH OCCURRENCE OCCUR EXCESS LIAB AGGREGATE CLAIMS-MADE \$ DEDUCTIBLE RETENTION WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatery in NH) E.L. EACH ACCIDENT EL. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT

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

Those usual to the Insured's Operations. Certificate holder is an Additional Insured per the Business Liability Form SS00080405 attached to this policy.

CERTIFICATE HOLDER	CANCELLATION
OAKLAND UNIFIED SCHOOL DISTRICT 1025 2ND AVE	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
OAKLAND, CA 94606	Mar Maellow



# PROFESSIONAL SERVICES CONTRACT AMENDMENT ROUTING FORM 2011-2012

Di	racti	ions
וט	recu	ions

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

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:

Monica.Vaughan@ousd.k12.ca.us

		Contractor Info	rmation				
Contractor Name	Shirley Yee	Agency	's Contact	Shirley Yee			
OUSD Vendor ID #	1001277	Title		Violence Prevent	ion Consu	Iltant	
Street Address	47 Home Place E	City	Oakland	State	CA	Zip	94610
Telephone	(510) 978-2648	Email	yeeforjust	ice@gmail.com			

Co	mpensation and Ter	ms – Must be within	the OUSD Billi	ng Guidelines	
Original Contract Amount	\$ 38,625.00	Original PO	Number	P12	204069
Amended Amount	\$10,000.00	New Requis	New Requisition #		204463
New Total Contract Amount	\$48,625.00	Start Date	11/01/2011	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		
0520	Tier 3-Principal I	9570520101	5825	\$10,000.00		
			5825	\$		
			5825	\$		

			Appro	oval and Routing (in order of a	pproval s	teps)		
	tional services ased by Proc		ount car	nnot be provided before the amendm	ent is fully	approved and the Purc	hase Or	der amount has been
	Site Admin	istrator or Manager	Name	Monica Vautghan	Phone	5974294	Fax	5974296
1.	Site / Depart	tment	957 - A	ternative Education Office				
	Signature	Marica L.	Na		Date App	proved (	73	2012
	Resource N		aged by	State and Federal Quality, Commun	ity, School De	velopment Complementa	ry Learnir	g / After School Programs
2.	Signature				Date App	proved		
	Signature				Date App	proved		
3.	Regional or	r Executive Officer	4					
3.	Signature	alison L	. 21	Melarula	Date App	roved 5-7	1/2	
4.	Deputy Sup	perintendent Instructional	Leaders	ship / Deputy Superintendent Bus	iness Oper	rations	nt Aggre	gate Under \$50,000
4.	Signature				Date App	roved		
5.	Superinten	dent or Board of Educatio	n Signa	ature on the legal contract				
Lega	al Required if	not using standard contract	Ap	pproved	Denied -	Reason	Dat	e
Proc	curement	Date Received			PO Num	ber P 6	164	069



Board Office Use: Le	egislative File Info.
File ID Number	11-3176
Introduction Date	1-11-12
<b>Enactment Number</b>	12-0064
<b>Enactment Date</b>	1-11-12 42



Community Schools, Thriving Students

Memo	
То	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)	1-11-12
Subject	Professional Services Contract - Shirley Yee Oakland CA (contractor, City State)  957 - Alternative Education Office (site/department)
Action Requested	Ratification of a professional services contract between Oakland Unified School District and Shirley Yee . Services to be primarily provided to 957 - Alternative Education Office for the period of 11/01/2011 through 06/30/2012 .
Background  A one paragraph explanation of why the consultant's services are needed.	The City of Oakland Department of Human Services in partnership with Oakland Unified School District's Office of Alternative Education has received a California Gang Reduction, Intervention, and Prevention grant from the State of California to provide services for gang-involved youth at alternative schools. The grant requires a subcontract between the Office of Alternative Education and Shirley Yee.
Discussion One paragraph summary of the scope of work.	Ratification by the Governing Board of Education of a Professional Services Contract between the District and Shirley Yee of Oakland, California, for the latter to provide project coordination for parent outreach and education, Aggression Replacement Training classes and individual case management services for gang-involved youth, and professional development for teachers of gang-involved students. The scope of work consists of deliverables outlined in the California Gang Reduction, Intervention, and Prevention grant. The consultant is also responsible for data collection and grant reporting as outlined in the contract between the District and the City of Oakland for the period of November 1, 2011 through June 30, 2012 in an amount Not to Exceed
Recommendation	Ratification of professional services contract between Oakland Unified School  District and Shirley Yee Services to be primarily provided to 957 - Alternative Education Office for the period of 11/01/2011 through 06/30/2012
Fiscal Impact	Funding resource name (please spell out) MEAS Y-CAL GRIP GANG PREVENTION not to exceed \$.38,625.00
Attachments	<ul> <li>Professional Services Contract including scope of work</li> <li>Fingerprint/Background Check Certification</li> <li>Commercial General Liability Insurance Certification</li> </ul>

TB screening documentation Statement of qualifications

Board Office Use: Leg	Jisiauve riie inio.				
File ID Number	11-3176				
Introduction Date	1-11-12				
Enactment Number	12-0064				
Enactment Date	1-11-1282				



	PROFESSIONAL SERVICES CONTRACT 2011-2012	
(Co	Agreement is entered into between the Oakland Unified School District (OUSD) and Shirley Yee ITRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advicial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and comprorm such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services agree as follows:	petent
1.	Services: CONTRACTOR shall provide the services described in Exhibit "A," attached hereto and incorporated herein by refe "Services" or "Work").	rence
2.	Ferms: CONTRACTOR shall commence work on <a href="https://example.com/11/2011">11/01/2011</a> , or the day immediately following approval by the Superinte of the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later 06/30/2012	by the
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee exceed <a href="Thirty Eight Thousand">Thirty Eight Thousand</a> , Six Hundred Twenty Five Dollars & No Cents Dollars (\$ 38,625.00 ). This sum of for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not I to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.	n shall
	f CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhib attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.	oit "A,"
	DUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing service DUSD, except as follows: NONE	es for
	Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, cortion 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 is also payment or detected at the context unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the coayment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and case must be replaced by CONTRACTOR without delay.	time a
4.	Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted DUSD has approved evidence of the following:	ed and
	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 composition of Pre-Consultant Screening for this current fiscal year.	pletion
	■ 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 Agreement except: NONE which shall not exceed a total cost of \$	of this
6.	CONTRACTOR Qualifications / Performance of Services.	
	CONTRACTOR Qualifications. CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to p the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United Sta America, and all local laws, ordinances and, for regulations, as they may apply.	
	Standard of Care. CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Service professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, find bottained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices profession for services to California echecul districts.	ndings

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

Requisition No. R0202397

O No

below:

OUSD Representative:	CONTRACTOR:
Name: Monica Vaughan	Name: Shirley Yee
Site /Dept.: 957 - Alternative Education Office	Title: Violence Prevention Consultant
Address: 4521 Webster Street	Address: 47 Home Place E
Oakland, CA 94609	Oakland CA 94610
Phone: (510) 597-4294	Phone: (510) 978-2648

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.

# Invoicing

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

- Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
- 2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
  - Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
  - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.
- 9. Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment Insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

# 10. Insurance:

- Commercial 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 one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- iii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

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

- 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.
- 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. Walver: 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.
- 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.

- No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 21. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation;
  - Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

- 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/lits 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. Littgation: 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.
- 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: 11/01/2011	Work shall be comp	leted by: 06/30/2012	Total Fee: \$ 38,6	25.00
OAKLAND UNIFIED SCHOOL DISTRICT  Mana Dantes  President, Board of Education  Superintendent or Designee	12-5-11 Date	CONTRACTOR Le	y Yee	11/16/11 Date
		Shirley Yee	Violence	Prevention Consultant
Secretary, Board of Education	Date	Print Name, Title		
Gertified:	IPM			
Edgar Rakestraw, Jr., Secretary		LEGISLA	TIVE FILE	
Board of Education			ber 11-317(	
			Date 1-11-1	
		Enactment N	lumber 12-006	4

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Enactment Date 1-11-12 82

# **EXHIBIT "A" Scope of Work**

# DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Ratification by the Governing Board of Education of a Professional Services Contract between the District and Shirley Yee of Oakland, California, for the latter to provide project coordination for parent outreach and education, Aggression Replacement Training classes and individual case management services for gang-involved youth, and professional development for teachers of gang-involved students. The scope of work consists of deliverables outlined in the California Gang Reduction, Intervention, and Prevention grant. The consultant is also responsible for data collection and grant reporting as outlined in the contract between the District and the City of Oakland for the period of November 1, 2011 through June 30, 2012 in an amount Not to Exceed \$38,625.00.

		Scope	OF WORK
Sh	nirley Yee	will provide a maxi	mum of 1,044.00 hours of services at a rate of \$ 37.00 per hour for a
tota	al not to exceed \$38,625.00	Services are anticipated to b	egin on 11/01/2011 and end on 06/30/2012 .
	Description of Serv		a description of the service(s) the contractor will provide. Be specific
	Oakland, California, for the Training classes and indiction of gang-involved student and Prevention grant. The between the District and	he latter to provide project coordina ividual case management services s. The scope of work consists of d he consultant is also responsible for the City of Oakland for the period of	ssional Services Contract between the District and Shirley Yee of tion for parent outreach and education, Aggression Replacement for gang-involved youth, and professional development for teachers eliverables outlined in the California Gang Reduction, Intervention, or data collection and grant reporting as outlined in the contract of November 1, 2011 through June 30, 2012. The consultant will vision of the Coordinator of Alternative Education.
2.	result of the service(s): children are attending so many more Oakland chil	How many more Oakland chill hool 95% or more? 3) How many redren have access to, and use, the	es from the services of this Contract? Be specific. For example, as a dren are graduating from high school? 2) How many more Oakland nore students have meaningful internships and/or paying jobs? 4) How a health services they need? Provide details of program participation II be able to). NOT THE GOALS OF THE SITE OR DEPARTMENT.
	Department data.  2. Gang behaviors amon teacher, and probation	ng 50% of participants will decrease n officer survey data.	ease by 70% as indicated by Probation and Oakland Police by 60% as indicated by pre-post participant, case manager, st previous year's baseline as indicated by school suspension data.
	80% of adults who have and aggression as ind     Targeted alternative s	ve regular contact with participants leated by pre-post surveys of case	will report an increase in participants' skills at managing anger managers, teachers, parents, and probation officers. rease in suspension and expulsion rates as measured against
3.	Alignment with Dis	trict Strategic Plan: Indicate	the goals and visions supported by the services of this contract:
	Ensure a high quality		Prepare students for success in college and careers
		ional and physical health	Safe, healthy and supportive schools
	Create equitable opp	ortunities for learning	Accountable for quality
	High quality and effect	ctive instruction	✓ Full service community district
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# 4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds) 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. 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. 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.



# ay Schools, Thriving Students PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

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				rincipal or manag							
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Requisition	No.	R0202397				Total Co	ntract /	mount		\$ 38,62	25.00
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