

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	14-2238
Introduction Date	1-14-15
Enactment Number	15-0073
Enactment Date	1/14/15 O.A.



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

# Memo

To Board of Education  
From Antwan Wilson, Superintendent

Board Meeting Date  
(To be completed by Procurement) 1/14/15

Subject Professional Services Contract - Cantare Con Vivo  
- 133/Lincoln Elementary School (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and Cantare Con Vivo. Services to be primarily provided to 133/Lincoln Elementary School for the period of 10/15/2014 through 6/15/2015.

Background  
*A one paragraph explanation of why the consultant's services are needed.*  
Lincoln Elementary is contracting with Cantare Con Vivo to bring choral music instruction into all K-5 classrooms. Without this program, our students would receive no vocal or general music instruction. Music plays an important role in the Lincoln community and will enable students to learn to think creatively and to respect and appreciate the diversity in our community.

Discussion  
*One paragraph summary of the scope of work.*  
Ratification by the Board of Education of a Professional Services Contract between the District and Cantare Con Vivo, Oakland, for the latter to provide weekly sessions of choral instruction in each classroom will expose students to diverse musical traditions and enable students to develop fundamental music skills as outlined in the California Visual and Performing Arts standards; curriculum will emphasize transferable skills, such as working cooperatively with others, analytical thinking and problem-solving; provides support for language arts development for English Learners and in K-5 classrooms; curriculum will help English Language Learners strengthen speaking and reading comprehension skills to assist students in improving CELDT levels and to practice grade-level vocabulary lists for the period of October 15, 2014 through June 15, 2015, in an amount not to exceed \$31,400.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and Cantare Con Vivo. Services to be primarily provided to 133/Lincoln Elementary School for the period of 10/15/2014 through 6/15/2015.

Fiscal Impact Funding resource name (please spell out) 0002/UNRES INSTRUC - SUPP  
not to exceed \$ 31,400.00

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

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	14-2238
Introduction Date	1-14-15
Enactment Number	15-0073
Enactment Date	1/14/15 OR



**OAKLAND UNIFIED SCHOOL DISTRICT**  
Community Schools, Thriving Students

## PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Cantare Con Vivo (CONTRACTOR) and Oakland Unified School District (OUSD). 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" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 10/15/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$ 84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$ 84,100, whichever is later. The work shall be completed no later than 6/15/2015.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Thirty One Thousand Four Hundred Dollars (\$ 31,400.00) [per fiscal year], at an hourly billing rate not to exceed \$ 50.00 per hour. 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: N/A

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, 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. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A which shall not exceed a total cost of \_\_\_\_\_.

5. **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.

6. **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: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
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: Ivanna Huthman  
Site /Dept.: 133/Lincoln Elementary School  
Address: 225 11th Street  
Oakland CA 94607  
Phone: 510-874-3372  
Email: ivanna.huthman@ousd.k12.ca.us

**CONTRACTOR:**

Name: Julie Haydon  
Title: Director  
Address: 1611 Telegraph Avenue, Suite 801  
Oakland CA 94612  
Phone: 510-529-1770  
Email: julie@cantareconvivo.org

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.

8. **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.

9. **Insurance:**

1. 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 from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, 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, 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.

13. **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 controlled substances, alcohol or tobacco on these sites.
14. **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.
15. **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.
16. **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.
17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior 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.
18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
  1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
  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.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **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.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate 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).
21. **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.
22. **Confidentiality:** 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



Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, 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 without the prior approval of OUSD Human Resources.

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.

24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

25. **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.

26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **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.

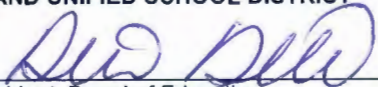
28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. **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.

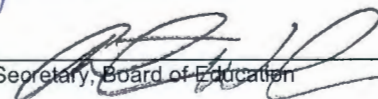
30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

31. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

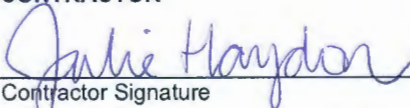
OAKLAND UNIFIED SCHOOL DISTRICT


  
\_\_\_\_\_  
 President, Board of Education

- Superintendent
- Chief or Deputy Chief


  
\_\_\_\_\_  
Secretary, Board of Education

CONTRACTOR

  
\_\_\_\_\_  
Contractor Signature

Julie Haydon  
Director   
\_\_\_\_\_  
Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 14-2238  
Introduction Date: 1/14/15  
Enactment Number: 15-0073  
Enactment Date: 1/14/15  
By: 

## EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 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.

Teaching artists from Cantare Con Vivo will provide 28 weekly sessions for each K-2 classroom teaching a sequential curriculum, designed to teach fundamental music concepts specific to each grade level, expose students to diverse musical traditions from around the world, and to build community and cooperation among students. Curriculum emphasizes 21st Century Skills, transferable to other subject areas, such as working creatively with others, analytical thinking, analyzing patterns and problem-solving. Weekly sessions of choral instruction in each classroom will support language arts development for English Learners in K-5 classrooms. Curriculum will help English Language Learners strengthen speaking and reading comprehension skills to assist students in improving CELDT levels and to practice grade-level vocabulary lists. Curriculum will enable students to develop fundamental music skills as outlined in the California Visual and Performing Arts standards. Students in grades 3-5 will complete 6-week interdisciplinary units enhancing their social studies and language arts curriculum. In addition, Cantare will provide four all-school sing-alongs to promote community among staff and students and to help build awareness and understanding of Lincoln's increasingly diverse student population.

**Professional Services Contract**

- 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.**

Students will gain fundamental music skills outlined for each grade level in the California Visual and Performing Arts Standards.

Students will demonstrate increased ability to identify and analyze patterns.

Students will be able to work cooperatively with others.

Students will develop critical thinking skills.

English language learners will demonstrate their increased language arts skills through special presentations for parents and the school community.

Parents of English Language Learners will participate in special activities that will promote parent engagement and help develop fluency.

Students will demonstrate increased academic achievement and college readiness.

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

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core    | <input type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health          | <input type="checkbox"/> Safe, healthy and supportive schools                |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input checked="" type="checkbox"/> Accountable for quality                  |
| <input checked="" type="checkbox"/> High quality and effective instruction      | <input type="checkbox"/> Full service community district                     |

- 4. Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: Not applicable
- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of CSSSP 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 CSSSP modification was approved.
  3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
  4. Sign-in sheet for meeting in which the CSSSP modification was approved.



**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Cantare\* Con\* Vivo\***  
**Record Status: Active**

<b>ENTITY</b>	CANTARE CON VIVO	Status:Active
DUNS: 120722371	+4:	CAGE Code: 52QX5 DoDAAC:
Expiration Date: Jan 30, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1611 Telegraph Ave, Ste 801		
City: OAKLAND	State/Province: CALIFORNIA	
ZIP Code: 94612-2147	Country: UNITED STATES	



POLICY NUMBER: 201437609

COMMERCIAL GENERAL LIABILITY  
CG 20 11 01 96

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

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

OAKLAND UNIFIED SCHOOL DISTRICT

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

3. Additional Premium: INCLUDED

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

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



CANTA-1

OP ID: RG

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/09/2014

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

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

<b>PRODUCER</b> Diablo Valley Insurance Agency 801 Ygnacio Valley Rd, Ste 100 Walnut Creek, CA 94596 Jay Marie Garcia	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A : Nonprofits' Ins Alliance of Ca</b>		<b>NIAC</b>
<b>INSURER B : Markel Insurance Company</b>		
<b>INSURER C :</b> _____		
<b>INSURER D :</b> _____		
<b>INSURER E :</b> _____		
<b>INSURER F :</b> _____		

**INSURED** Cantare Con Vivo  
Laili Samori  
1611 Telegraph Ave., Ste. 801  
Oakland, CA 94612

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			201437609	09/08/2014	09/08/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
A	AUTOMOBILE LIABILITY			201437609	09/08/2014	09/08/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MWC006894001	09/08/2014	09/08/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Additional insured: Oakland Unified School District as respect to insured's use of facilities throughout the policy period per form G20110196. Evidencing workers compensation.

**CERTIFICATE HOLDER**

OAKLA10

Oakland Unified School  
District  
Risk Management  
900 High Street  
Oakland, CA 94601

**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

© 1988-2010 ACORD CORPORATION. All rights reserved.



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015



### Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

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

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

Attachment Checklist  For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check  
 For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)  
 For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

**OUSD Staff Contact** Emails about this contract should be sent to: (required) [ivanna.huthman@ousd.k12.ca.us](mailto:ivanna.huthman@ousd.k12.ca.us)

### Contractor Information

Contractor Name	Cantare Con Vivo	Agency's Contact	Julie Haydon			
OUSD Vendor ID #	1002249	Title	Director			
Street Address	1611 Telegraph Avenue, Suite 801	City	Oakland	State	CA	Zip 94612
Telephone	510-529-1770	Email (required)	<a href="mailto:julie@cantareconvivo.org">julie@cantareconvivo.org</a>			
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	10/15/2014	Date work will end	6/15/2015	Other Expenses	
Pay Rate Per Hour (required)	\$ 50.00	Number of Hours (required)	628.0		

### 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
0002	Unrestricted Instructic	1330002101	5825	\$ 31,400.00
			5825	
			5825	
<b>Requisition No. (required)</b>	R0151974		<b>Total Contract Amount</b>	\$ 31,400.00

### 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.sam.gov/>)

1.	<b>Administrator / Manager (Originator)</b>	Name	Ivanna Huthman	Phone	510-874-3372
	Site/Department (Name & #)	133/Lincoln Elementary School		Fax	510-874-3375
	Signature			Date Approved	10/15/14
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships <input type="checkbox"/> Risk				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature			Date Approved	
3.	<b>Network Superintendent/Deputy Network Superintendent</b>				
	Signature			Date Approved	11/7/14
4.	<b>Chiefs / Deputy Chiefs</b> Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$84,100				
	<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	11/11/14
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal</b> Required if not using standard contract		Approved		Denied - Reason	
<b>Procurement</b>	Date Received			PO Number	P1503659