Board Office Use: Le	gislative File Info.
File ID Number	12-0782
Introduction Date	42512
Enactment Number	12-1147
Enactment Date	4-25-12 82



Memo	
To From	Board of Education 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)	4-25-12
Subject	Professional Services Contract Amendment -       1         Philip Williams       Oakland       CA         210 - Edna Brewer       (site/department)
Action Requested	Ratification by the Governing Board of the amendment to the professional services contract between the District and <u>Philip Williams</u> . Services to be primarily provided to <u>210 - Edna Brewer</u> for the period of <u>11/01/2011</u> through <u>06/30/2012</u> , in an amount not to exceed \$ 9,000.00
Background A one paragraph explanation of why an amendment is needed.	Edna Brewer is increasing the number of hours being served beyond the original number of hours served as stated in the original contract to include an extra 180 hours. The consultant will provide technical assistance with Apple Macintosh and Windows computers, as required by the school, to obtain the maximum instructional benefit and utility for students and staff at Edna Brewer Middle School (EBMS). Consultant will devise and implement a plan for provision of printing capability in all classrooms and computer labs.
Discussion One paragraph summary of the amended scope of work.	Ratification of Amendment No. 1 to the professional services contract between OUSD and Philip Williams (Oakland, CA) for the latter to provide additional 180 hours. for specific projects will include:1) Assistance in initial setup, activation and subsequent maintenance of instructional computers using both Windows and MAC OS-X platforms 2)Maintenance of the fixed iMAC lab in room 53, containing 34 iMAC computers and fixed PC lab in room 54 containing 34 Windows computers. 3) Maintenance of the school's three mobile iBook and MacBook labs (carts 1, 2,3) 68 iBooks, 32 MacBooks through the period of November 1, 2011 through June 30, 2012. This shall not exceed \$9000. increasing the agreement from \$25,000 to \$34,000.
Recommendation	Ratification by the Governing Board of the amendment to the professional services contract between the District and <u>Philip Williams</u> . Services to be primarily provided to <u>210 - Edna Brewer</u> for the period of <u>11/01/2011</u> through <u>06/30/2012</u> , in an amount not to exceed \$9,000.00
Fiscal Impact	Funding resource name (please spell out) <u>GP-UNREST</u> not to exceed \$ <u>9,000.00</u>
Attachments	<ul> <li>Contract Amendment</li> <li>Copy of original contract</li> </ul>

Board Office Use: Legi	slative File Info.
File ID Number	12-0782
Introduction Date	4/25/12
Enactment Number	12-1147
Enactment Date	4-25-12/20



## AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

and	This Amendment is entered into between the Oakland Unified School District (OUSD)         Philip Williams       (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 11/1, 2011, and the parties agree to amend that Agreement as follows:
If ex Philip set-up, with on on the	ervices:       The scope of work is unchanged.       The scope of work has changed.         the scope of work has changed:       Provide brief description of revised scope of work including a measurable description of pected 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:         Williams agrees to provide an additional 180 hours of service.       He will continue to will provide support in the initial maintenance and schedule upgrades of instructional computers and software.         n-site printers and computers and be able to access the internet from any teaching location.       He will provide advice for student provide advice internet from any teaching location.         Provide assistance in troubleshooting implementation issues with all software packages and applications.
2. Te	erms (duration):       The term of the contract is <u>unchanged</u> .       The term of the contract has <u>changed</u> .         If the term has changed:       The contract term is extended by an additional(days/weeks/months), and the amended expiration date is
3. Co	ompensation:       The contract price is <u>unchanged</u> .         If the compensation has changed:       The contract price is amended by         Image: Increase of \$ 9,000.00       to original contract amount         Decrease of \$to original contract amount
	and the new contract total is Thirty four thousand dollars (\$34,000.00 )
A Re	maining Provisions: All other provisions of the Agreement and prior Amendment(s) if any shall remain unchanged

**ISIONS**: All other provisions of the Agreement, and and in full force and effect as originally stated.

#### Amendment History: 5.

There are no previous amendments to this Agreement.

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

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

## OAKLAND UNIFIED SCHOOL DISTRICT

Maria Dantes President, Board of Education

Superintendent or Designee

**CERTIFIED:** 

Edgar Rakestraw, Jr., Secreta **Board of Education** 

Rev. 5/11 v1

New Req. No. R0203678

P.O. No.

3-23-2012 Rominian 3/12/12 Date Contractor Signature Date HILIP G. WILLIAMS Print Name, Title

P1203722

CONTRACTOR

## 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 of Amendment No. 1 to the professional services contract between OUSD and Philip Williams (Oakland, CA) for the latter to provide additional 180 hours. for specific projects will include:1) Assistance in initial setup, activation and subsequent maintenance of instructional computers using both Windows and MAC OS-X platforms 2)Maintenance of the fixed iMAC lab in room 53, containing 34 iMAC computers and fixed PC lab in room 54 containing 34 Windows computers. 3) Maintenance of the school's three mobile iBook and MacBook labs (carts 1, 2,3) 68 iBooks, 32 MacBooks through the period of November 1, 2011 through June 30, 2012. This shall not exceed \$9000. increasing the agreement from \$25,000 to \$34,000.

## SCOPE OF WORK

Philip Williams will provide a maximum of 180.00 hours of services at a rate of \$50.00 per hour for a

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.

The consultant will provide support in the initial set-up, maintenance and schedule upgrades of instructional computers and software. These computers will communicate with on-site printers and computers and be able to access the internet from any teaching location. Consultant will provide advice on the configuration of "teacher" computers, laptops, projection and printing capability, and backup strategies for student work. Provide assistance in troubleshooting implementation issues with all software packages and applications.

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 consultant will be involved in further development of advanced teaching and intervention strategies using computer. The consultant will research and advise on improved and more robust security and account configuration options. The aim is to minimize support and maintenance requirements, while maximizing utility and flexibility of the equipment within the middle school environment. The consultant will be involved in the design, implementation and supervision of after-school intervention classes using computers as needed by the school. The consultant will be involved in maintenance, installation and troubleshooting of any other computer, printer or projector at the school, as needed by the school.

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	Prepare students for success in college and careers
Develop social, emotional and physical health	Safe, healthy and supportive schools
Create equitable opportunities for learning	Accountable for quality
✓ High quality and effective instruction	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.



## **PROFESSIONAL SERVICES CONTRACT**

# **AMENDMENT ROUTING FORM 2011-2012**

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Rev. 5/11 v1



THIS FORM IS NOT A CONTRACT

Board Office Use: Le	gislative File Info.
File ID Number	11-3099
Introduction Date	1-11-12
Enactment Number	12-0060
Enactment Date	1-11-1282



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 - Philip Williams Oakland CA (contractor, City State) 210-Edna Brewer (site/department)
Action Requested	Ratification of a professional services contract between Oakland Unified School District and <u>Philip Williams</u> . Services to be primarily provided to <u>210-Edna Brewer</u> for the period of <u>11/01/2011</u> through <u>06/30/2012</u> .
Background A one paragraph explanation of why the consultant's services are needed.	The consultant will provide technical assistance with Apple Macintosh and Windows computers, as required by the school, to obtain the maximum instructional benefit and utility for students and staff at Edna Brewer Middle School (EBMS). Consultant will devise and implement a plan for provision of printing capability in all classrooms and computer labs.
Discussion One paragraph summary of the scope of work.	A contract for services between OUSD and Philip Williams at EBMS in Oakland, CA for the latter to provide specific projects will include:1) Assistance in initial setup, activation and subsequent maintenance of instructional computers using both Windows and MAC OS-X platforms 2) Maintenance of the fixed iMAC lab in room 53, containing 34 iMAC computers and fixed PC lab in room 54 containing 34 Windows computers. 3) Maintenance of the school's three mobile iBook and MacBook labs (carts 1, 2,3) 68 iBooks, 32 MacBooks through the period of November 1, 2011 through June 30, 2012.
Recommendation	Ratification of professional services contract between Oakland Unified School District and <u>Philip Williams</u> . Services to be primarily provided to <u>210-Edna Brewer</u> for the period of <u>11/01/2011</u> through <u>06/30/2012</u> .
Fiscal Impact	Funding resource name (please spell out) GP-UNREST         MS Settlement         not to exceed \$ 25,000,00
Attachments	<ul> <li>Professional Services Contract including scope of work</li> <li>Fingerprint/Background Check Certification</li> <li>Commercial General Liability Insurance Certification</li> <li>TB screening documentation</li> <li>Statement of qualifications</li> </ul>

www.ousd.k12.ca.us

#### Professional Services Contract

OUSD Representa Name: Sam Pasar		CONTRACTOR: Name: Philip Williams						
Site /Dept.:	210-Edna Brewer	Title: Consultant						
Address:		Address: 3708 Lakeshore Avenue						
Oakland,	CA	Oakland CA 94610						
Phone: (510) 531-6	6600	Phone: (510) 444-4640						

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. Involcing

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:

- 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 sea. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD 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: 11/01/2011

Work shall be completed by: 06/30/2012 Total Fee: \$25,000.00

### OAKLAND UNIFIED SCHOOL DISTRICT

antes nana President, Board of Education

Superintendent or Designee

CONTRACTOR

**Contractor Signature** 

Date

**Philip Williams** 

Print Name, Title

Consultant

Certified:

Secretary, Board of Education

Board of Education

LEGISLATIVE FILE File ID Number 11- 3099 Introduction Date 1-11-12-Enactment Number 12-0060 Enactment Date 1-11-12 &

#### **Professional Services Contract**

## 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.



# Community Schools, Thinking Students PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

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	ature		20				/	Date	Approved	11/9	1 11
Dep	uty Superi	ntendent	Instruction	al Leadershi	p / Deputy	Supervinte	endent Busin	ess Ope	rations		Aggregate Under \$50,000
4. Sign	ature	U	Maria	y No	mtcal			Date	Approved	71-18	
5. Sup	erintender	t, Board	of Educatio	n Signature	on the lega	al contract					
Legal Req	ulred if not	using star	ndard contra	act App	proved			- Reason	1		Date
Procureme	ent Da	te Receive	ed				PONun	nber	1/2	03720	Street and a street of
Rev. 8/2011	v2	145	5	тн	IS FORM	IS NOT A	CONTRAC	т			