

Board Office Use: Legislative File Info.	
File ID Number	11-3261
Introduction Date	1-11-12
Enactment Number	12-0076
Enactment Date	1-11-12 82



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Jacqueline Minor, General Counsel

Board Meeting Date January 11, 2012

Subject **AGREEMENT WITH CP CONSULTING (ELIZABETH VILLARREAL)**

Action Requested Ratification of Professional Services Agreement between Oakland Unified School District and CP CONSULTING (Elizabeth Villarreal), of Davis, California, for an amount not to exceed \$30,000 during the contract term.

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

CP Consulting (Elizabeth Villarreal), of Davis, California (hereinafter "Contractor") is being retained to provide QEIA data analysis, waiver preparation and consulting support to the District related to the District's QEIA funding.

Discussion
One paragraph summary of the scope of work.

Ratification by the Board of Education of the Agreement between the District and CP Consulting (Elizabeth Villarreal), to provide QEIA data analysis, waiver preparation and consulting support for the contract term from November 15, 2011 to June 30, 2012 for an amount not to exceed \$30,000 during the contract term.

Recommendation

Ratification by the Board of Education of the Agreement between the District and CP Consulting (Elizabeth Villarreal), for the contract term from November 15, 2011 to June 30, 2012 for an amount not to exceed \$30,000.

Fiscal Impact

Funding resource name: General Purpose not to exceed \$30,000 for the contract term.

Attachments

- Agreement

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**MEMORANDUM OF UNDERSTANDING AND ENGAGEMENT POLICY
BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT and
CP CONSULTING (ELIZABETH VILLARREAL)**

1. INTENT

Intent of this Memorandum of Understanding. This Memorandum of Understanding (hereinafter "MOU") between the Oakland Unified School District Office and CP Consulting (Elizabeth Villarreal), California (hereinafter "Contractor") to provide QEIA data analysis, waiver and consulting support to Oakland Unified School District on an as needed basis. The total amount of this MOU shall not exceed \$30,000 during the term of this agreement.

2. TERMS AND CONDITIONS

2.1 Term of Agreement. The term of this agreement shall be November 15, 2011 to June 30, 2012 and may be extended by written agreement of both parties.

2.3 Choice of Laws. This Agreement is governed by the laws of the State of California.

2.4 Licenses and Permits. Contractor shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

2.5 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.

2.6 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.

2.7 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.

2.8 Anti-Discrimination. Consistent with the policy of OUSD in connection with all work performed under this MOU, 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. 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).

2.9 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.

3. AREAS OF AUTHORITY

3.1 Independent Contractor. This is not an employment contract. Contractor, is an independent contractor or business entity, and will be responsible for operations and management of its employees to sufficiently carry out the agreed upon Scope of Work. 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 or entitled to employees of OUSD, 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 necessary to do business in the State of California, 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, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

3.2 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.

3.3 Ownership of Documents. All documents created by Contractor pursuant to this Agreement, including but not limited to reports, designs, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by Contractor, are and shall be at the time of creation and thereafter the property of the OUSD, with all intellectual property rights therein vested in the OUSD at the time of creation. The OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of Contractor or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the OUSD. Contractor may retain a copy of all materials produced under this Agreement for its use in its general business activities.

4. INDEMNIFICATION

Contractor shall indemnify and save harmless the District and its officers, State Trustee, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of the District and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its agents or employees.

The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and the District's costs of investigating any claims against the District.

In addition to Contractor's obligation to indemnify the District, Contractor specifically acknowledges and agrees that Contractor has an immediate and independent obligation to defend the District from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by the District and continues at all times thereafter.

5. INSURANCE

Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, throughout the term of the MOU, Contractor shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than A-, VIII or higher in Best Insurance Rating Guide, the following policies of insurance:

Workers' Compensation, in statutory amounts, with Employer's Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness; and

Comprehensive Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) for each occurrence, combined single limits for bodily injury and property damage, including coverage for owned and non-owned and hired auto coverage, as applicable; and

Comprehensive General Liability Insurance with limits not less than one million dollars (\$1,000,000) for each occurrence, combined single limit for bodily injury and property damage, including contractual liability, personal injury, products and completed operations coverages.

Professional Liability Insurance with limit not less than one million dollars (\$1,000,000) each claim, with a deductible of not greater than fifty thousand dollars (\$50,000) each claim, covering legal malpractice arising from any services provided under this Agreement.

Except for Professional Liability Insurance, all liability policies that this Section requires Contractor to maintain shall provide for the following: (i) name as additional insureds the District, the School Board, the State Trustee, its officers, agents and employees; and (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement and that insurance applies separately to each insured against whom claim is made or suit is brought.

Within thirty (30) days of approval of this Agreement, Contractor shall deliver to the District a certificate of insurance for each required policy with insurers and additional insured policy endorsements for the comprehensive general liability insurance and comprehensive automobile liability insurance. Each policy and certificate shall provide that no cancellation, major change in coverage or expiration shall become effective or occur until at least thirty (30) days after receipt of written notice by the General Contractor.

The above policies of insurance shall be written on forms acceptable to the Risk Manager of the OUSD and endorsed to name the Oakland Unified School District, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the Oakland Unified School District prior to this Master MOU becoming valid. If at any time said policies

of insurance lapse or become canceled, this agreement shall become void. The acceptance by OUSD of the above-required insurance does not serve to limit the liability or responsibility of the insurer or Contractor to OUSD.

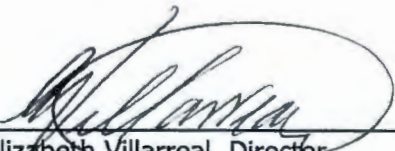
6. Important Billing and Payment Notes

a. Bills for Contractor fees and expenses must be submitted monthly and within 30 days of the end of the billing period unless otherwise agreed. Bills or legal invoices should be addressed to:


General Counsel
Office of the General Contractor
Oakland Unified School District
1025 Second Avenue, Room 406
Oakland, CA 94606

b. The District will not pay for amounts not reflected on bills or invoices.

IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Agreement on the day first mentioned above.


Elizabeth Villarreal, Director
CP Consulting

Date: 12/6/11

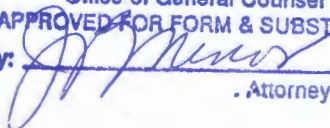

President, Board of Education
Oakland Unified School District

Date: 1/12/12


Secretary, Board of Education
Oakland Unified School District

Date: 1/12/12

LEGISLATIVE FILE
File ID Number 11-3261
Introduction Date 1-11-12
Enactment Number 12-0076
Enactment Date 1-11-12

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
. Attorney at Law



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2011

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.

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).

PRODUCER esurance	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID #:		
INSURED Elizabeth Villarreal 1521 Arena Dr. Davis, CA 95618	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Elizabeth Villarreal - Peterson		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: BND #78-9003-EP470002-23874 REVISION NUMBER: 000-3

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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PACA-003730975	08/05/2010	07/01/2011	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000.00 MED EXP (Any one person) \$ 2,000,000.00 PERSONAL & ADV INJURY \$ 2,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PACA-003730975	08/05/2010	07/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000.00 BODILY INJURY (Per person) \$ 1,000,000.00 BODILY INJURY (Per accident) \$ 1,000,000.00 PROPERTY DAMAGE (Per accident) \$ 1,000,000.00 \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 1,000			PACA-003730975	08/05/2010	07/01/2011	EACH OCCURRENCE \$ 1,000,000.00 AGGREGATE \$ 2,000,000.00 Per-Claim \$ 10,000,000.00 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below		N/A				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Per Contract: Oakland Unified School District (rep. for Oakland USD and its Board Members Contractor's ERRORS AND OMISSIONS DECLARATIONS
 NOTICE: THIS IS A CLAIMS-MADE POLICY. EXCEPT AS MAY BE OTHERWISE PROVIDED HEREIN THIS COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS WHICH ARE FIRST MADE AGAINST THE INSURED REPORTED WHILE THE POLICY IS IN FORCE.

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District Oakland Unified School District School Board Members Oakland, CA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Service Invoice

Cp Consulting

1521 Arena Dr.
Davis, CA
95618



December 8, 2011

To: Oakland USD
Oakland USD

Ship to:
Elizabeth Villarreal
1521 Arena Dr.
Davis, CA 95618

DATES	Description	Per Diem Units	Rate	Amount
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			Subtotal	\$
			Tax	N/A
			Total Due	\$

Make all checks payable to: Elizabeth Villarreal