

Board Office Use: Legislative File Info.	
File ID Number:	14-1239
Introduction Date:	06/25/2014
Enactment Number:	
Enactment Date:	



# Memo

**To:** Board of Education

**From:** GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent

**Board Meeting Date:** 06/25/2014

**Subject:** Professional Service Contract

**Contractor:** Serom Kim of San Ramon, CA

**Services for:** 922-FAMILY, SCHOOL AND COMMUNITY PARTNERSHIPS

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and Serom Kim, San Ramon, CA, for the latter to provide: Early behavioral intervention services for elementary school children in affiliation with the OUSD Behavioral Health Unit's "Early Behavioral Support Program; this program provides counseling interns to elementary schools to fill the gap in services for uninsured students; social work interns receive training, supervision, and a stipend as a condition of their service to the District for the period for September 2, 2013 through June 30, 2014 in an amount not to exceed \$500.00. for the period of 09/02/2013 through 06/30/2014 in an amount not to exceed \$500.00.

**Background:**  
(A one paragraph explanation of why the consultant's services are needed.)

Contractor will provide mental health counseling services including crisis intervention; parent and teacher consultation including assisting with behavior management plans; individual and small group counseling, parent outreach and education, and case management.

**Discussion:**  
(QUANTIFY what is being purchased.)

Early behavioral intervention services for elementary school children in affiliation with the OUSD Behavioral Health Unit's "Early Behavioral Support Program; this program provides counseling interns to elementary schools to fill the gap in services for uninsured students; social work interns receive training, supervision, and a stipend as a condition of their service to the District for the period for September 2, 2013 through June 30, 2014 in an amount not to exceed \$500.00.

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**Fiscal Impact:** Funding resources below not to exceed \$500.00

\$500.00 Alam.Cty.Pub.Health-Health&Wel

**Attachments:** Professional Services Contract including Scope of Work  
Waiver Summary  
Resume / Statement of Qualifications  
EPLS Search Results Page  
Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

Serom Kim

This Agreement is entered into between \_\_\_\_\_ (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:

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 09/02/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Five Hundred Dollars (\$500.00) [per fiscal year], at an hourly billing rate not to exceed \_\_\_\_\_ 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: No Reimbursements.

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.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE, which shall not exceed a total cost of \$0.00.

**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.

- 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.
- 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:

**OUSD Representative:**

Name: BARBARA MCCLUNG  
Site /Dept.: 922-FAMILY, SCHOOL AND COMMUNITY PARTNERSHIP  
Address: 746 Grand Ave.  
Oakland, CA 94610  
Phone: 273-1539

**CONTRACTOR:**

Name: Serom Kim  
Title: Managing General Partner  
Address: 123 Shadowhill Circle  
San Ramon, CA 94583  
Phone: 510-618-1580

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.) 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.



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 OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 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.epls.gov/epls/search.do)
- 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. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 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.

OAKLAND UNIFIED SCHOOL DISTRICT

MARIA SANTOS 05/27/2014
[ ] President, Board of Education Date
[X] Superintendent or Designee

Secretary, Board of Education Date

CONTRACTOR

Serom Kim 05/27/2014
Contractor eSignature Date

Serom Kim, Managing General Partner
Print Name, Title



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.

Per the Surgeon General’s Report in 2000, a minimum of 20% of all school children will need mental health services during their K-12 years. Untreated mental and behavioral health issues are associated with a variety of barriers to learning including inattention, apathy, hyperactivity, poor self-regulation, aggression, school avoidance, disassociation, lack of concentration, bullying and fighting. Outcomes associated with the FSCP “Early Behavioral Health Initiative” include improvements in behavior adolescence. MH interns provide a valuable resource for schools in OUSD which lack other available counseling supports. Other impacts include increased school safety resulting from reduced bullying and fighting, and increased parent engagement as a result of participating in family counseling services.

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

- |   |   |
|---|---|
| <input type="checkbox"/> Ensure a high quality instructional core                 | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools                |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning   | <input type="checkbox"/> Accountable for quality  |
| <input type="checkbox"/> High quality and effective instruction                   | <input checked="" 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(s): Not Applicable  
No Restricted Funds

- 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.



***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 922-FAMILY, SCHOOL AND COMMUNI**

**Principal / Department Head: BARBARA MCCLUNG**

**Contractor Name: Serom Kim**

**Business Name: Serom Kim**

**Contract Type: Standard**

**Anticipated Start Date: 09/02/2013**

**Contract End Date: 06/30/2014**

**Rate Type: FLAT**

**Contract Amount: \$500.00**

***Applicable Waivers***

**Approved by Risk Management**

**Insurance-Reduction Waiver Status: WAIVED**

**Waiver-Reduction Type: WAIVED**

**Other Reduction Amount:**

**Approval Date: 05/15/2014**

**Approved by Deputy Superintendent**

**Billing Waiver Status: Approved**

**Approval Date: 05/20/2014**

**Fingerprint Waiver Status: NA**

**Approval Date:**

**TB Test Waiver Status: NA**

**Approval Date:**

## Serom Kim

[seromckim@gmail.com](mailto:seromckim@gmail.com)

123 Shadowhill Circle, San Ramon, CA 94583  
(925)348-2848

### EDUCATION:

California State University, East Bay  
**Master's Degree of Social Work**

Hayward, CA  
*Expected, 2015*

HaiYan Language Academy  
**Chinese, Mandarin**

Beijing, China  
*2009-2010*

University of California, San Diego  
**Bachelor's Degree of Psychology (with Education Studies minor), June 2009**

La Jolla, CA  
*2005-2009*

### LANGUAGE:

Korean- fluency

Chinese- basic comprehension and very basic conversational ability

### WORK:

East Bay Innovations

San Leandro, CA  
*04/2012 to Present*

#### **Independent Living Services Coordinator (40 hours/week)**

- Supervise and provide on-going support to one part-time and five full-time employees; manage a team caseload of 40+ clients
- Work collaboratively with management to hire, maintain, and terminate employees
- Support clients in crises and help to problem solve and find solutions
- Report to the Regional Center of the East Bay with case updates, filing Special Incident Reports, Individualized Support Plans, and Semi-Annual reports

#### **Independent Living Services Specialist (40 hours/week)**

*08/2011 to 04/2012*

- Provide sick and vacation coverage for coworkers
- Support with client intake and establishing initial Independent Living Services
- Train new hires on the field
- Research community resources, such as affordable housing, food banks, free resources, etc.

#### **Independent Living Services Instructor (40 hours/week)**

*11/2010 to 08/2011*

- Teach adults with developmental disabilities independent living skills, such as but not limited to money management, benefit management, medical/dental appointments, self-advocacy, etc.
- Report back to the Coordinator with client updates, crises, coverage needs, and any additional support the client may need
- Maintain good rapport with clients, family members, Case Managers through the Regional Center of the East Bay, and others involved in the support group
- Write Individualized Support Plans and Semi-Annual Reviews for each client
- Submit Special Incident Reports to Coordinator within a timely manner

UCSD English Language Institute

La Jolla, CA  
*2008-2009*

#### **Conversation Leader (~5 hours/week)**

- Assisted head teacher by leading conversations within small groups, helping international students with conversational English and learning about American culture

- Self-Employed  
**Private Tutor (2-8 hours/week)** San Ramon, CA  
 2002-present
- Tutored and mentored students, grades 4-12 on a weekly to biweekly basis
  - Taught students studying methods, assisted in assignments, and taught Math, English, Science, History, and other subjects upon request
- SDSU  
**Research Assistant (10-20 hours/week)** San Diego, CA  
 2008
- Transcribed and translated interview data from Korean to English
  - Conducted phone interviews with previous survey participants, and recorded data
- Sillacom, Inc.  
**Office Clerk (20-40 hours/week)** San Ramon, CA  
 2003-2007
- Language interpretation with various clerical duties including correspondence
- VOLUNTEER AND EXTRA-CURRICULAR:**
- CompassPoint Nonprofit Services  
**Multicultural Leadership Board Academy** June, 2013
- Bay Area Women Against Rape  
**State-Certified Rape Crisis Counselor (~6 hours/week)** Oakland, CA  
 11/2012 to Present
- Completed 66 hour training course to receive state certification
  - Counsel callers on the rape crisis hotline, help to process through their experience with sexual assault, help to brainstorm action steps and provide resources and referrals
  - Participate in the Sexual Assault Response Team providing hospital accompaniment and advocacy during interviews with law enforcement and medical examinations
- Light of Grace Korean Presbyterian Church  
**Small Group Leader (~5 hours/week)** Pleasant Hill, CA  
 2009 to Present
- Attended weekly leadership meetings and helped to facilitate weekly Friday gatherings
  - Participate in weekly Teacher's Meeting and monthly Teacher's Training
  - Teach and mentor a 6-8<sup>th</sup> grade female class and college group co-gender class
- Korea Campus Crusade for Christ  
**Short Term International (40 hours/week)** San Diego, CA  
 2009-2010
- Cross cultural immersion program in Beijing, China; year-long internship building relationships with and mentoring national students.
- Small Group Leader (~20 hours/week)** 2006-2009
- Mentored and counseled 10+ students, one on one and in small groups
- Student Council Treasurer (~40 hours/week)** 2007-2008
- Managed all aspects of finances in the San Diego branch of KCCC
  - Worked collaboratively with other Student Council members to plan and execute all events and meetings
- Overseas Short-Term Mission Trips (3 weeks each)** 2006, 2007
- Organized and ran English Camp for elementary to college age students in Mongolia (2006) and Turkey (2007)
- Freshmen Class Representative (~10 hours/week)** 2005-2006
- Organize and execute class meetings for 100+ students with three other representatives
  - Serve as liaison between staff and the freshmen class and keeping class updated with announcements and information

[References Available Upon Request]