

Board Office Use: Legislative File Info.	
File ID Number	13-1978
Introduction Date	9/11/13
Enactment Number	13-1912
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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** 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) 9/11/13

**Subject** Professional Services Contract -  
Kern San Francisco CA (contractor, City State)  
958 / Communications (site/department)

**Action Requested** Ratification of a professional services contract between Oakland Unified School District and Kern. Services to be primarily provided to 958 / Communications for the period of 07/01/2013 through 7/31/2013.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*  
 The Consultant's services are needed to provide written translations of the 2013-14 Parent Guide in Arabic and Cambodian before the start of middle and high school registrations in August of 2013 as is required by our Legal Department. The job exceeds the capacity of our internal translation department and they have approved contracting for the completion of the project with an outside agency.

**Discussion**  
*One paragraph summary of the scope of work.*  
 A contract for services between OUSD and Kern, San Francisco, CA, for the latter to provide the translation of English electronic files of the 2013-14 Parent Guide into Arabic and Cambodian. The translations will be provided in electronic Microsoft Word documents. The project will be completed through the period of July 1, 2013 and July 31, 2013 in an amount not to exceed \$18,070.00.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Kern. Services to be primarily provided to 958 / Communications for the period of 07/01/2013 through 7/31/2013.

**Fiscal Impact** Funding resource name (please spell out) Tier 3 TIFG Comm not to exceed \$18,070.00

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

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OAKLAND UNIFIED SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between the Oakland Unified School District (OUSD) and Kern (CONTRACTOR). 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:** The 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 07/01/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,500, whichever is later. The work shall be completed no later than 7/31/2013.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Eighteen thousand and seventy Dollars (\$18,070.00). 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: \_\_\_\_\_

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the 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. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  1. Individual consultants:
    - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
    - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
    - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
  2. Agencies or organizations:
    - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* \_\_\_\_\_ which shall not exceed a total cost of \$ \_\_\_\_\_.

6. **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.

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: Troy Flint  
Site /Dept.: 958 / Communications  
Address: \_\_\_\_\_  
Oakland, CA  
Phone: (510) 473-5832

**CONTRACTOR:**

Name: Alexis Wallace  
Title: Project Manager, Kern  
Address: 235 Montgomery Street  
San Francisco CA 94104  
Phone: (415) 433-5376

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. 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.

1. 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:
  - i. 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 a 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**

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **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.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
  1. **Tuberculosis Screening**
  2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: 

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  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).



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 seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **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.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of 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>)

Summary of terms and compensation:

Anticipated start date: 07/01/2013 Work shall be completed by: 7/31/2013 Total Fee: \$18,070.00

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature] <sup>505</sup> <sub>Start</sub> 7/17/13  
 President, Board of Education Date  
 Superintendent or Designee  
[Signature] 9/12/13  
 Secretary/Board of Education Date

CONTRACTOR

[Signature] 6/13/13  
 Contractor Signature Date  
 Alexis Wallace Project Manager, Kern  
 Print Name, Title

File ID Number: 13-1978  
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 By: OA

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not 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 WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

A contract for services between OUSD and Kern, San Francisco, CA, for the latter to provide the translation of English electronic files of the 2013-14 Parent Guide into Arabic and Cambodian. The translations will be provided in electronic Microsoft Word documents. The project will be completed through the period of July 1, 2013 and July 31, 2013 in an amount not to exceed \$18,070.00.

SCOPE OF WORK

Kern will provide a maximum of 278.00 hours of services at a rate of \$65.00 per hour for a total not to exceed \$18,070.00. Services are anticipated to begin on 07/01/2013 and end on 7/31/2013.

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.

A contract for services between OUSD and Kern, San Francisco, CA, for the latter to provide the translation of English electronic files of the 2013-14 Parent Guide into Arabic and Cambodian. The translations will be provided in electronic Microsoft Word documents. The project will be completed through the period of July 1, 2013 and XXX in an amount not to exceed XXX.

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.

Will enable our Arabic- and Cambodian-speaking students and families to understand the content of the 2013-14 Parent Guide, including information on enrollment, how to support learning at home, phone directories, maps, Full-Service Community Schools, health and wellness resources, and graduation requirements, as well as policies and procedures that OUSD is legally required to distribute annually.

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





KERN California Corporation, The Russ Building, 235 Montgomery Street, Suite 946  
 San Francisco, CA 94104, Telephone (415) 433-KERN (5376), Fax (415) 433-5377  
 kern.sf@e-kern.com www.e-kern.com

Global Language Services  
 Translations and Interpreting

June 13, 2013

Oakland Unified School District  
 Attn: Rebecca Browning Hopkins, Public Information Officer, Communications  
 KDOL Building  
 286 East 10th Street  
 Oakland, CA 94606

Dear Rebecca:

Thank you for your request. In reply to your inquiry, I am pleased to submit the following estimate for services listed below:

Subject: OUSD 2013 Enrollment Guide  
 Source language: English  
 Target languages: Cambodian, Arabic  
 Pages: -64-  
 Target languages and Fees: Cambodian..... \$9,480.00  
 Arabic..... \$10,575.00  
 Total Translation Fees: **\$20,055.00 – 10% Courtesy Discount = \$18,045.00\***  
 Standard Time Frame: 25-30 Business Days

\*includes review of graphics translations for accuracy and post-DTP layout review

Please check (✓) preferred method

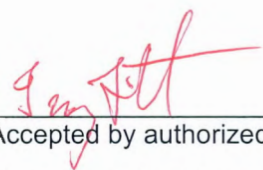
Form of delivery:  Postal mail  Pick-up  
 E-mail  FedEx: Extra fee  
 Payment terms:  Credit card: Please use attached form  
 Company check: Net 30 days

If you are in agreement with the above, please sign below and return this form (together with the credit card payment authorization form if preferred payment method) to us via fax or e-mail in order to process your translation request.

Thank you for the opportunity to quote on your translation requirements. Should you have any further questions, please do not hesitate to contact me.

Sincerely,

  
 Alexis Wallace  
 Project Manager

 \_\_\_\_\_ 06.13.13  
 Accepted by authorized signature Date

The undersigned hereby expressly agrees to Kern Corporation's Terms and Conditions, which are hereby incorporated by reference. For a copy of the terms and conditions, please call us at (415)433-5376

New York: KERN Corporation, The Helmsley Building, 230 Park Avenue, Suite 1517, New York, NY 10169,  
 Telephone (212) 953-2070, Fax (212) 953-2073, E-mail kern.ny@e-kern.com  
 United Kingdom: KERN UK, Ltd., London, Tel 01144 (20) 78 31 56 00, Fax 01144 (20) 78 31 56 06 · Germany: KERN AG, Frankfurt/Main,  
 Tel 01149 (69) 75 60 73-0, Fax 01149 (69) 74 99 98 · France: KERN SARL, Paris, Tel 01133 (1) 53 93 85 20, Fax 01133 (1) 45 63 79 43



# Consultant Fingerprint/Criminal Background Check Waiver Request

**Directions**

The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check through OUSD. The OUSD Administrator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require Cabinet level approval (Deputy Superintendent/Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

Contractor Name	Kern		
Originator Name	Troy Flint	Site or Department	958 / Communications
Which sites or locations will the contractor be working at?	None -- all work will be completed off site/via email and phone		
<b>TB Clearance Requirement</b>			
<i>Proof of negative TB status is required for all consultants who will be working with OUSD students or staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one time speaker with less than 6 hours of contact with OUSD employees.</i>			
<b>How is this contractor going to meet the TB clearance requirement?</b>			
TB Waiver requested <input checked="" type="checkbox"/>		Proof of TB clearance is in the contract packet <input type="checkbox"/>	

**[TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.]**

CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))

OUSD Representative's Name	Troy Flint	Title Director of Public Relations
OUSD Representative's Signature	<i>Troy Flint</i>	Date <i>06.13.13</i>

**Approval Cabinet Level approval required (Deputy Superintendent/Superintendent)**

Approver Name <i>MARIA SANTOS/Vernon Hall</i>	Title <i>DEPT. Supt - ILE / Bus \$ Ops</i>
Approver Signature <i>[Signature]</i>	Date <i>7/16/13</i>
Reason for Approval:	

**SAM Search Results**  
**List of records matching your search for**  
**Kern\* translation\***

**No Search Results**

**SAM Search Results**  
**List of records matching your search for**  
**Kern\* corporation\***

<b>ENTITY</b>	FRESNO AREA WORKFORCE INVESTMENT CORPORATION	Status:Active
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DUNS: 884353731	+4:	CAGE Code: 5JT20	DoDAAC:
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Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 2125 KERN ST STE 208	
City: FRESNO	State/Province: CALIFORNIA
ZIP Code: 93721-1708	Country: UNITED STATES





KERN California Corporation, The Russ Building, 235 Montgomery Street, Suite 946, San Francisco, CA 94104, Telephone (415) 433-KERN (5376), Fax (415) 433-5377, kern.sf@kerntranslations.com  
www.e-kern.com

Global Language Services  
Translations and Interpreting

## STATEMENT OF QUALIFICATIONS

### Translations in all Languages

KERN translates over 500,000 pages in over 100 language combinations every year. This tremendous volume covers a wide range of subject areas. Our technical translation team handles documents including instructions, data sheets, and training materials. Corporate communications such as employee newsletters, standard operating procedures, business correspondence, press releases, and company reports, along with brochures and customer magazines are crafted by linguists specializing in communications. And our legal language specialists provide translations of contracts, pleadings and briefs, and corporate documents such as commercial registration forms. For more information, please see Specialist Fields.

Our professional translators all have in-depth knowledge of the source and target languages and the required specialist field, a firm grasp of current usage, and the superior writing skills needed to produce translations that are not only accurate but also well written. Each linguist always translates into his or her own native language within a particular field of expertise. To ensure that translations that are to be published are as accurate as possible, we also offer proofreading and editing services.

### Specialised Translations

Professional translating is an activity that is best left to highly qualified translators. Our highly qualified translators always translate from a range of diverse global languages into their mother tongue.

### Translation Team

Our team consists of experienced and specially-trained translators who have several years of translating experience and hold relevant translation qualifications.

### Project Management

An efficient translation process is an essential part of our customer-oriented project management service.

New York: KERN Corporation, The Helmsley Building, 230 Park Avenue, Suite 1517, New York, NY 10169,  
Telephone (212) 953-2070, Fax (212) 953-2073, E-mail kern.ny@kerntranslations.com

United Kingdom: KERN UK, Ltd., London, Telephone 01144 (20) 78 31 56 00, Fax 01144 (20) 78 31 56 06 · Germany: KERN AG, Frankfurt/Main, Telephone 01149 (69) 75 60 73-0, Fax 01149 (69) 74 99 98 · France: KERN SARL, Paris, Telephone 01133 (1) 53 93 85 20, Fax 01133 (1) 45 63 79 43  
Switzerland: KERN (Schweiz) AG, Zurich, Telephone 01141 (1) 261 11 60, Fax 01141 (1) 2 61 11 70 · The Netherlands: KERN (Amsterdam), Amsterdam, Telephone 01131 (20) 6 39 01 19, Fax 01131 (20) 6 39 05 99 · Hong Kong: KERN Ltd., Hong Kong, Telephone 011 (852) 28 50 44 55, Fax 011 (852) 28 50 44 66



KERN California Corporation, The Russ Building, 235 Montgomery Street, Suite 946, San Francisco, CA 94104, Telephone (415) 433-KERN (5376), Fax (415) 433-5377, kern.sf@kerntranslations.com  
www.e-kern.com

Global Language Services  
Translations and Interpreting

### **Specialized Translations**

Professional translating is a matter best left to highly qualified translators. Rapid developments in society, science, and technology create new terms on a daily basis – a fact that places exceedingly high demands on the translator, who is required to reproduce information in another language down to the smallest detail. An in-depth understanding of the subject matter at hand, a firm grasp of current linguistic trends, proper use of translating tools, and a heightened sensitivity to various styles of writing make up the basic prerequisites for appropriate translation of a text from one language into another.

### **The Native Language Principle**

Each of our linguists always translates into his or her own native language from among a wide range of global languages. Native speaker linguists are able to translate and capture every aspect of the foreign source text with the necessary linguistic sensitivity in the required target language. Just ask! We can offer you more detailed advice.

### **Foreign language services in the public sector**

In order to be able to meet the needs of a multicultural population, information and forms from ministries and public authorities must be offered and administrated in a wide range of languages. For more than 40 years, KERN AG has been supporting companies and authorities from all areas of the public sector in their foreign language communication. These include the most diverse public bodies, establishments and foundations: from regional authorities on the state, national, municipality and regional level, national and state government authorities, regional, town and district offices, via personnel bodies like chambers of industry, commerce and crafts and educational institutions like universities and technical universities, right down to collective bodies like higher municipal and regional collectives and the public broadcasting corporation.

KERN AG ensures compliance with the required authorities thanks to systematic quality management, and ensures that even under the tightest time restraints all of the key features of the various areas will be considered, and the consistency of the content is guaranteed. The range of texts from this area which KERN AG translates stretches from business correspondence, press releases and business reports to legal texts, like contracts, pleadings and further documents from public services, like for example invitations of tenders.

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Global Language Services  
Translations and Interpreting

**KERN AG specializes particularly in the following themes:**

In addition to a pool of highly qualified translators, who have many years of well-grounded practical experience in the various areas of public institutions, public bodies and foundations, KERN AG also has at its disposal a network of experienced academics from the legal and education policy fields, who are able to proofread subject-specific translations in their native language as necessary and check for the exactness of the content and syntactic-semantic aspects of the translation.

**Certified translations**

KERN AG's certified translators create certified translations for presentation to authorities and courts. The global branch network of KERN AG guarantees that documents which are intended for authorities or public institutions outside of Germany are legally certified and - if necessary - re-certified, so that they meet the legal requirements of the target country.

**Interpreting**

In the case of proceedings, telephone conversations and interviews between citizens and authorities, as well as inter-authority and international conferences with numerous government representatives, stylistic sensitivity is as necessary as linguistic and technical competence. Our conference interpreters and certified court interpreters interpret into two or more official languages at:

- proceedings
- Meetings in advance of court proceedings and at witness accounts
- Police interviews
- Questionings, hearings, judicial and extra-judicial mediation
- Meetings, symposia and international conferences

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# OUSD Consultant General Liability Insurance Reduced Insurance Requirement or Waiver Request

**Directions**

All consultants are required to provide proof of General Liability Insurance with limits of One Million Dollars per occurrence. Additional information about this requirement can be found on the internet under Finances, Procurement and Distribution tab, document entitled "Information for Consultants." In rare circumstances, where appropriate, the District can reduce the required amount of insurance or waive the general liability insurance requirement. To request that your contract is considered for either a reduced amount of insurance or a waiver, complete this form and submit it with a copy of the contract to Risk Management. Waivers will only be granted in cases where the consultant will have NO interaction with students.

**Steps:**

1. OUSD Contract Originator completes request form
2. OUSD Contract Originator submits request form and **copy of contract** with Scope of Work to Risk Management at 1025 2<sup>nd</sup> Avenue, Room 115A or email [cynthia.grice@ousd.k12.ca.us](mailto:cynthia.grice@ousd.k12.ca.us).
3. Risk Management considers request and returns form within 7 business days to OUSD Contract Originator
4. If approved, OUSD Contract Originator submits form with completed contract to Procurement.

<b>Contractor Name</b>	Kern	<b>Contract Amount</b>	\$ 18,070.00
<b>OUSD Originator Name</b>	Troy Flint	<b>Site / Department</b>	958 / Communications

*Why do you believe that this contract poses a low risk to the District and should be eligible for a reduction or waiver of the general liability insurance requirement?*

Contractor does not have in-person contact with students or staff. All work is conducted off-site via email or phone.

**Signature of Contract Originator Requesting Waiver**

*If submitted via email, type name and send from principal or manager's email account.*

**OUSD Principal or Manager** Troy Flint Troy Flint **Date** 06.14.13

**Risk Management**

**Approved:** Based on the scope of work provided, I approve the following adjustment to the General Liability Insurance requirement for this contract:

Reduced Requirement : \$ \_\_\_\_\_  Waiver of General Liability Insurance Requirement

Reason for reduction or waiver: \_\_\_\_\_

**Denied:** Unfortunately, this contract does not qualify for a reduction or waiver

Denial Reason: \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 02-24-2013

GROUP:  
POLICY NUMBER: 1626002-2013  
CERTIFICATE ID: 11  
CERTIFICATE EXPIRES: 02-24-2014  
02-24-2013/02-24-2014

SHORENSTEIN REALTY SERVICES, L.P. NA  
235 MONTGOMERY ST STE 1101  
SAN FRANCISCO CA 94104-3009

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - MANFRED KERN, P,T - EXCLUDED.

ENDORSEMENT #1600 - BIRTE KERN, S - EXCLUDED.

EMPLOYER

KERN CALIFORNIA, CORP  
230 PARK AVE RM 1517  
NEW YORK NY 10169

NA

## Search Results

**Current Search Terms: slimgim\* designs\***

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.1016.20130614-1637

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2013-2014

## Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

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	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List ( <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a> )
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input checked="" type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

**OUSD Staff Contact** Emails about this contract should be sent to: (required) [rebecca.hopkins@ousd.k12.ca.us](mailto:rebecca.hopkins@ousd.k12.ca.us)/[karen.bullocks@ousd.k12.ca.us](mailto:karen.bullocks@ousd.k12.ca.us)

## Contractor Information

Contractor Name	Kern	Agency's Contact	Alexis Wallace				
OUSD Vendor ID #	I005983	Title	Project Manager				
Street Address	235 Montgomery Street	City	San Francisco	State	CA	Zip	94104
Telephone	(415) 433-5376	Email (required)	kern.sf@e-kern.com				
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	07/01/2013	Date work will end	7/31/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$65	Number of Hours (required)	278		

## 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
0522	Tier 3 TIIG Com	9589030704	5825	\$18,070.00
			5825	\$
			5825	\$
<b>Requisition No. (required)</b> <b>R0400191</b>			<b>Total Contract Amount</b>	<b>\$18,070</b>

## 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/portal/public/SAM/>)

1.	<b>Administrator / Manager (Originator)</b>	Name	Troy Flint	Phone	(510) 473-5832
	Site / Department	958 / Communications		Fax	
	Signature	<i>Troy Flint</i>		Date Approved	6/13/2013
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"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
3.	<b>Regional Executive Officer</b>				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
	Signature	<i>Gary Lee</i>		Date Approved	7/17/13
	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal Required if not using standard contract</b>		Approved	Denied - Reason	Date	
<b>Procurement</b>	Date Received		PO Number	<b>P1400414</b>	