Board Office Use: Legislative File Info.										
File ID Number	13-09100									
Introduction Date	5/22/13									
<b>Enactment Number</b>	131-0843									
Enactment Date	5-22-1314									



Memo	
То	The Board of Education
From	Tony Smith, Ph.D., Superintendent  By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  Vernon Hal, Deputy Superintendent, Business & Operations
Board Meeting Date (To be completed by Procurement)	5-22-13
Subject	Professional Services Contract -  Jase Turner Oakland CA (contractor, City State)  705- Bishop O'Dowd/ 950 State & Federal (site/department)
Action Requested	Ratification of a professional services contract between Oakland Unified School District and Jase Turner Oakland, CA Services to be primarily provided to 705- Bishop O'Dowd/ 950 State & Federal for the period of 02/01/2013 through 06/30/2013
Background A one paragraph explanation of why the consultant's services are needed.	OUSD is required by federal law to allow private non-profit schools to participate in the OUSD Title I A Programs. Schools that choose to participate are provided with "fair and equitable" Title I Part A services after they have complied with program requirements. After consultation with the private school to reach agreement on the type of instructional support services to be provided, the OUSD Private Schools Program administers the agreed upon Title I Part A Program instructional support services.
Discussion One paragraph summary of the scope of work.	A professional services contract between Oakland Unified School District and Jase Turner (Oakland, CA) for the latter to provide 100 hours of services. The consultant will provide supplemental instructional services for eligible and and identified private school students. The consultant will focus on instruction that improves student academic achievement in the focus areas of English Language Arts and/ or Mathematics, for the period of February 1, 2013 through June 30, 2013. in the amount not to exceed \$5,000.00.
Recommendation	Ratification of professional services contract between Oakland Unified School District and Jase Turner Oakland, CA Services to be primarily provided to 705- Bishop O'Dowd/ 950 State & Federal for the period of 02/01/2013 through 06/30/2013
Fiscal Impact	Funding resource name (please spell out) Title IA
	not to exceed \$ 5,000.00
Attachments	<ul> <li>Professional Services Contract including scope of work</li> </ul>

Fingerprint/Background Check Certification

TB screening documentation Statement of qualifications

Commercial General Liability Insurance Certification

Board Office Use: Legi	slative File Info.
File ID Number	13-0960
Introduction Date	6/22/13
Enactment Number	13-0843
Enactment Date	5-22-13/1



#### PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and <u>Jase Turner</u>

fina to	DNTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in ancial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The ties 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 <a href="https://doi.org/10.1001/journal-nitro">02/01/2013</a> , or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than <a href="https://doi.org/10.1001/journal-nitro">06/30/2013</a> .
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Five Thousand  Dollars (\$5,000.00  ). 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: NA which shall not exceed a total cost of \$ 0.00
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.

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:

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#### **Professional Services Contract OUSD Representative:** CONTRACTOR: Name: Jase Turner Name: Mildred Otis Title: Consultant 705- Bishop O'Dowd/ 950 State & Federal Site /Dept.: Address: 4212 Masterson Street 1011 Union Street, Room 3 Address: Oakland CA 94619 Oakland, CA Phone: (510) 879-1032 Phone: (510) 410-2165 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.

- Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
- 2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
  - Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
  - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.
- 9. Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

#### 10. Insurance:

- 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.

Page 2 of 6

**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).

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#### **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 is 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)

#### S

Summary of terms and compensation:			
Anticipated start date: 02/01/2013	Work shall be comple	eted by: <u>06/30/2013</u>	Total Fee: \$ 5,000.00
OAKLAND UNIFIED SCHOOL DISTRICT		CONTRACTOR	
President, Board of Education	<u> </u>	Contractor Signature	3/15/13 Date
Superintendent or Designee	Date/ /	Contractor Signature	Date
Secretary Roard of Education Secretary	5 23 (3 Date	Jase Turner Print Name, Title	Consultant
Board of Education	•		
			File ID Number: 13-0960 Introduction Date: 5-22-13
			Enactment Number: 13-0843

Enactment Date: 5-22-13 By:

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#### **EXHIBIT "A" Scope of Work**

#### DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR'S entire Proposal is <u>not</u> made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

A professional services contract between Oakland Unified School District and Jase Turner (Oakland, CA) for the latter to provide 100 hours of services. The consultant will provide supplemental instructional services for eligible and and identified private school students. The consultant will focus on instruction that improves student academic achievement in the focus areas of English Language Arts and/ or Mathematics, for the period of February 1, 2013 through June 30, 2013. in the amount not to exceed \$5,000.00.

			SCOPE	OF WORK		
Jas	e Turner	Oakland, CA	will provide a maxim	num of 100.00 ho	urs of services at a rate of \$ 50.00	_ per hour for a
total	not to exce	ed \$5,000.00	Services are anticipated to be	gin on <u>02/01/2013</u>	and end on 06/30/2013	
1.	about what		purchasing and what this Conf		service(s) the contractor will provide	le. Be specific
2.	result of the	ne service(s): 1) Hove e attending school 95 e Oakland children h	w many more Oakland childr 5% or more? 3) How many mo ave access to, and use, the	ren are graduating ore students have r health services the	of this Contract? Be specific. Fo from high school? 2) How many meaningful internships and/or paying y need? Provide details of progr THE GOALS OF THE SITE OR E	y more Oakland ng jobs? 4) How am participation
	and failing receiving T their acade individual t of academ have impro	or are most at risk of Fitle I Part A Program emic achievement as tutoring and/or small ic skills by the target oved school attendant	f failing to meet high academic Services, students attending measured by the designated group supplemental support. ed student and enable them to	c standards, and whethis specific non-preassessment instrured the individualized to be more fully engager formance in core a	r to students who are educationally no live in areas of high poverty. As ofit private school located in Oakla ment in the instructional area in wh supplemental support provided will aged and successful in school. The academic areas and successful on	s a result of and will improve ich they received I result in a gain ese student will
3.	(Check all the Ensure Develo		ctional core nd physical health ies for learning	Prepare Safe, h	s supported by the services of this e students for success in college a ealthy and supportive schools itable for quality rvice community district	

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#### **Professional Services Contract**

# 4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds) Please select: Action Item included in Board Approved SPSA (no additional documentation required) — Action Item Number: Action Item added as modification to Board Approved SPSA — Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off. 1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date. 2. Meeting announcement for meeting in which the SPSA modification was approved. 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.

Sign-in sheet for meeting in which the SPSA modification was approved.

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#### Search Results

Current Search Terms: Jase\* turner\*

No records found for current search.

SAM | System for Award Management 1.0

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

IBM v1.722.20130215-1545







# Exhibit A, Scope of Work 2012-2013

Contractor Name: Jase Turner

Bishop O'Dowd High School

#### **Nature of Work:**

Work with school staff to design supplemental instructional program for identified students. Provide extended support services such as: multi-model scaffolding of content areas, error analysis on returned tests, strategy development for higher order thinking, organization and time management skills, and individual content tutoring to identified students within the Title 1 Program. Consultant will work with students in small groups. Consultant will provide standards-based instructional support program to students after school. Consultant will meet and confer with school classroom teachers in order to plan effective supplemental instruction for identified students.

Consultant will work under the following specifications: \$50/hr for a contract total not to exceed \$5000.00.

#### Deliverables:

- Schedule a description of services provided at school to students
- Record of students served and instruction provided
- Summary report on students' academic growth

#### Goals:

- Students showing progress based on pre test administered and entry level skills and grades
- Student improvement evidence on file
- Organized, efficient, and effective program that meets students' needs
- Better grades, test scores, and promotion of student advocacy

Requisitions	P.O. No	



### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 4/17/2013

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

	e terms and conditions of the policy, rtificate holder in lieu of such endors			ersement. A sta	tement on th	is certificate does not co	nfer	rights to the			
	DUCER		CO	CONTACT Tracy White NAME: PHONE IAC. No. Exti: (510) 548-8200  FAX IAC. No. Exti: (510) 548-6145							
Fid	delity Insurance Service		PH								
	member of United Valley		E-I	E-MAIL ADDRESS: twhite@fidelityinsuranceservice.com							
	Allston Way		AD					NAIC#			
	ckeley CA 94	710	ING	INSURER A : Sentinel Insurance LTD							
INSUI					1101 11104	rance 1110		11000			
	mer, Jase			INSURER B : INSURER C : INSURER D :							
	2 Masterson Street										
721	12 Hasterson Street										
Onk	cland CA 94	610		INSURER E :							
			E NUMBER:Master	SURER F :		REVISION NUMBER:					
INI	IIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY REERTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUCH	EQUIREME PERTAIN, POLICIES  ADDL SUBR	NT, TERM OR CONDITION OF THE INSURANCE AFFORDED LIMITS SHOWN MAY HAVE BE	ANY CONTRAC BY THE POLICI EN REDUCED B	T OR OTHER ES DESCRIBE	DOCUMENT WITH RESPECT TO ED HEREIN IS SUBJECT TO S.	O ALL	WHICH THIS			
LTR	TYPE OF INSURANCE	INSR WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS		1 000 000			
	GENERAL LIABILITY					DAMAGE TO RENTED	\$	1,000,000			
	X COMMERCIAL GENERAL LIABILITY			3/7/2013	3/7/2014	PREMISES (Ea occurrence)	\$	1,000,000			
A	CLAIMS-MADE X OCCUR	X	57SBMBE7293	3/1/2013	5/1/2014		\$	10,000			
							\$	1,000,000			
-							\$	2,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$	2,000,000			
	X POLICY PRO- JECT LOC					COMBINED SINGLE LIMIT	\$				
	AUTOMOBILE LIABILITY					(Ea accident)	\$				
	ANY AUTO						\$				
	ALL OWNED SCHEDULED AUTOS					PROPERTY PARAOE	\$				
	HIRED AUTOS NON-OWNED AUTOS					(Per accident)	\$				
					1		\$				
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$				
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$				
	DED RETENTION\$						\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N					WC STATU- TORY LIMITS ER					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$				
	(Mandatory in NH) If yes, describe under					E.L. DISEASE - EA EMPLOYEE	\$	**			
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$				
DESC	CRIPTION OF OPERATIONS/LOCATIONS/VEHIC tificate holder is named	CLES (Attack	h ACORD 101, Additional Remarks Sc nal insured with re	hedule, if more spac spect to th	e is required) e insured	's operations.					
CEF	RTIFICATE HOLDER		C	ANCELLATION							
	Oakland Unified Schoo 900 High Street	l Dist	rict	THE EXPIRATION ACCORDANCE W	ON DATE TH	DESCRIBED POLICIES BE CA EREOF, NOTICE WILL E CY PROVISIONS.					
	Oakland, CA 94601		A	AUTHORIZED REPRESENTATIVE							

Tracy White/TRW



## ity Schools, Thriving Students PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

						Basic	Direct	ions	- P					
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.													
1.	1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.													
2	2. Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)													
	3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.													
4. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement.														
Attachment For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.  The property individual consultants: Proof of negative tuberculosis status within past 4 years.														
Check	(IISt	For All Cor	sultants	: Results p	age of the	Exclude	ed Party	List (https	s://www	enis gov/	s. epis/sear	ch do)		
	For All Consultants: Results page of the Excluded Party List ( <a href="https://www.epls.gov/epls/search.do">https://www.epls.gov/epls/search.do</a> )  For All Consultants: Statement of qualifications (organization); or resume (individual consultant).													
	For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.  For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)													
OHED											Ref. to Se	ection 1	0 of the	Contract)
บบอบ	Staff Contact	Emails an	out this c	ontract snou	ia de sent to	: (required	d) Mildi	ed.Otis@	ousd.k'	12.ca.us				
					Co	ntract	or Info	rmation						
Contra	actor Name	Jase T	urner	Oakland	, CA		Agenc	y's Contac	et Se	elf				
OUSE	Vendor ID #		_				Title			onsultant		,		-
	Address			n Street			City	Oakland			State	CA	Zip	94619
Telep			10-2165				Email		-	@bishopo				_
Contra	actor History	Pre	eviously	been an O	USD contra	actor?	☐ Yes	■ No	W	orked as a	n OUSD	employ	/ee? ☐ \	res 🗏 No
		Co	mpens	sation and	Terms -	Must	be wit	hin the C	DUSD	Billina G	uideline	s		
Antici	pated start da		_	01/2013	Date wo			06/30/2			xpenses		\$	
	ate Per Hou		-								хрепосо		Ψ	
rayr	ale Pel Houl	(required)	\$ 50.0	00	Number	oi Hou	ITS (require	ed)	100.00					-7.
					Е	Budget	Inforn	nation						
	If you are	planning to I	nulti-fund	d a contract i	using LEP fu	ınds, ple	ase cont	act the Stat	e and F	ederal Offic	e <u>before</u> co	ompletir	ng requisiti	ion.
Re	source #	Resource	Name			Oi	rg Key				Object Co	de	Ar	nount
	3010	Title	Α			7054	851110	1			5825		\$ 5,000.0	00
		***									5825		\$	
											5825		\$	
Re	equisition N	O. (required)	R	03150	74			Total Co	ntract	Amount			\$ 5,000.0	00
	7	,			oval and R	outing	(in ord	er of appr	oval s	tens)			,	
Sen	rices cannot be	nrovided he	fore the			_	_				document :	affirms t	hat to you	r knowledge
OCIV	noes cannot be	provided be	iole the		rvices were						accument a	aiiiiiis t	nat to you	Kilowieage
V	OUSD Adr	ninistrator v	erifies t	hat this ven	dor does n	not appe	ear on th	ne Exclude	ed Parti	ies List (htt	ps://www	.epls.g	ov/epls/s	earch.do)
T	Administrator	/ Manager	(Originator	r) Name	Mildred	Otis				Phone	(510) 87	9-103	2	
1.	Site / Depa				p O'Dowd/	950 S	State & F	ederal		Fax	1			
-	Signature	1							Date /	Approved	3-13-13			_
	Resource Ma	nager, if usin	funds	managed by	: State and F	Federal [	Quality, 0	Community, So	chool Dev	elopment  F	amily, School	ls, and C	ommunity Pa	artnerships
	☐Scope of wo		/ 1									-		
2.	Signature	~/	/	- /	and			Date Approved			1. 11 .2			
	Signature (if us	ing multiple rec		1	we -	7				Pate Approved			-	
_	Regional Exe			(dices)		-			Date	pproved				
-	Services de			of work align	with needs	of dense	rtment or	school site			-			
3.	Consultant							3011001 3110	4					
	Signature				1/1		0		Date A	Approved				
4.	Deputy Super	intendent li	structio	pat Leaders	hjp / Deput	y Super	fintende	nt Busines	s Opera	ations Co	onsultant Ag	gregate	Under □, C	Over □\$50,000
7.	Signature Date Approved								21	-1-	7-12			
5.	Superintende	nt, Board o	Educati	ion Signatur	re on the leg	gal contra	act							
Legal	Required if no	t using stan	dard cont	tract / A	pproved			Denied - F	Reason			D	ate	
Procu	rement D	ate Received	d	100				PO Numb	er	3	0121	181	71	



