

Board Office Use: Legislative File Info.	
File ID Number	14-1980
Introduction Date	10-22-14
Enactment Number	14-1798
Enactment Date	10/22/14



# Memo

To Board of Education  
 From Antwan Wilson, Superintendent

Board Meeting Date  
 (To be completed by Procurement) 10/22/14

Subject Professional Services Contract - Javier Magana  
 - Coliseum College Prep Academy (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and Javier Magana. Services to be primarily provided to Coliseum College Prep Academy for the period of 8/25/14 through 6/30/15.

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

In our work to become a full service community school, CCPA relies heavily on community based programs to provide much needed services to our students. In the past, community programs have repeatedly served our top 25% of students well, but they have not been able to hold on to our lower 75%. The liaison is meant to directly address this disconnect and increase student enrollment, retention and success in partner programs and services as a strategy to supporting the whole student and family to academic success.

CCPA has a spectrum of services on site to meet all of our students' needs. However, this creates a multi-layer programming effect that does not always meet the needs of individual students and families. While we want each student to be understood as being unique, this requires coordination and oversight. Without oversight and coordination, students are pulled from one program to another and do not maintain the long-standing relationships with partners that will more deeply impact them. Also, without oversight, students can be enrolled in competing programs when they cannot not successfully complete both programs. For example, two programs may have a substantial summer program that students must attend to maintain enrollment. In this kind of situation, students, families and partner programs waste time on enrollment and relationship building and don't get to the heart of the service being offered.

Discussion  
 One paragraph summary of the scope of work.

Partner Program, School, Student and Family Liaison (PPSSF Liaison) serves as a liaison between the school and teachers, the partner program(s), the student and their family. The PA supports students in:

- The application and/or enrollment in a partner program including the writing of personal statements and reflections, the gathering of letters of recommendation and necessary documentation and the fulfillment of all other forms and permission slips.
- Discerning and negotiating the expectations of the partner program, school and family in all capacities. The PA helps everyone to communicate clearly around needs and complications that in the past have led to students leaving partner programs. Additionally, the PA also keeps the student's needs at the center of conversations and negotiations between partner agencies and the school.
- Leveraging the services across the partner agency and the school to meet academic and socio emotional expectations.
- Case-manages a group of 30-35 9th or 10th graders participating in 3-5 different partner programs. This includes home visits, frequent parent communication, monitoring grades, supporting interventions to success or re-evaluating the intervention plan.

Recommendation Ratification of professional services contract between Oakland Unified School District and Javier Magana. Services to be primarily provided to Coliseum College Prep Academy for the period of 8/25/14 through 6/30/15.

Fiscal Impact Funding resource name (please spell out) Supplemental and 21st Century Core Funds not to exceed \$ 32,000.00

Attachments

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Insurance Certification
- TB screening documentation
- Statement of qualifications

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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Javier Magana

(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 8/25/14, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than 6/30/15.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Thirty Two Thousand Dollars (\$ 32,000.00) [per fiscal year], at an hourly billing rate not to exceed \$ 20.00 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: \_\_\_\_\_

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*: \_\_\_\_\_ which shall not exceed a total cost of \_\_\_\_\_.
- 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:

Professional Services Contract

**OUSD Representative:**

Name: Amy Carozza  
Site /Dept.: Coliseum College Prep Academy  
Address: 1390 66th Ave  
Oakland, CA 94621  
Phone: 510-639-3201  
Email: amy.carozza@ousd.k12.ca.us

**CONTRACTOR:**

Name: Javier Magana  
Title: Independent  
Address: 455 Wisteria Drive  
East Palo Alto CA 94303  
Phone: 650-690-1339  
Email: jmagana@colgate.edu

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 from OUSD's Risk Management.) 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.

13. **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 controlled substances, alcohol or tobacco on these sites.
14. **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.
15. **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.
16. **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.
17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior 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.
18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
  1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
  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.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **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.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate 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).
21. **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.
22. **Confidentiality:** 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

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, 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 without the prior approval of OUSD Human Resources.

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.sam.gov/).
- 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.
- 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.
- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

CONTRACTOR

Contractor Signature

Javier Magana Independent

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 14-1980  
Introduction Date: 10/22/14  
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By: [Signature]

## EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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.

Ratification by the Board of Education of a Professional Services Contract between the District and Javier Magana, East Palo Alto, CA, for the latter to provide the following services: 1) Support students in the application and/or enrollment in a partner program including the writing of personal statements and reflections, the gathering of letters of recommendation and necessary documentation and the fulfillment of all other forms and permission slips. 2) Discerning and negotiating the expectations of the partner program, school and family in all capacities. The partner agency (PA) helps everyone to communicate clearly around needs and complications that in the past have led to students leaving partner programs. Additionally, the PA also keeps the student's needs at the center of conversations and negotiations between partner agencies and the school. 3) Leveraging the services across the partner agency and the school to meet academic and socio emotional expectations. and 4) Case-manages a group of 30-35 9<sup>th</sup> or 10<sup>th</sup> graders participating in 3-5 different partner programs. This includes home visits, frequent parent communication, monitoring grades, supporting interventions to success or re-evaluating the intervention plan, for the period August 25, 2014 through June 30, 2015, in an amount not to exceed \$32,000.00

**Professional Services Contract**

- 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.

**Student Outcomes:**

- 1) 100% of students 8-10th grades will be targeted for, apply to and/ or belong to a partner program that has programming offered to support or enrich their education.
- 2) CCPA will gain at least 5 new community partners in 2013-14 to address students needs- academic intervention needs, college preparation or knowledge input, career based and enrichment input and social emotional support.
- 3) 100% of students 8-10th grade will have summer programming. Student time is well-used and programming addresses after school and summer time where student learning can be lost due to inactivity.
- 4) 100% of students 8-10th will belong to a strategic cohort. Student cohorting with support serves multiple purposes. It allows programs to work together because of the way that students are grouped together. It makes the expectation of participating in programming clear and comfortable for families and students because they know each other well and develop deeper ties. It creates paths of rich experiences and supports for all students, and allows the administration to strategically match needs and existing services with new opportunities in a more equitable way.
- 5) 80% of students 8th-10th grade will maintain their partner programming and fully meet the partner programs expectations.

- 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 type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input type="checkbox"/> Safe, healthy and supportive schools                |
| <input type="checkbox"/> Create equitable opportunities for learning   | <input type="checkbox"/> Accountable for quality                             |
| <input type="checkbox"/> High quality and effective instruction        | <input 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: \_\_\_\_\_
- 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.



**Ravenswood Family Health Center**  
1798-A Bay Road  
East Palo Alto, CA 94303  
PH: (650) 330-7400 - FX: (650) 321-1156

**Belle Haven Clinic**  
100 Terminal Ave.  
Menlo Park, CA 94025  
PH: (650) 321-0980 - FX: (650) 321-0988

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**Patient Name:** Javier Magana  
**Date of Birth:** 08/01/1992  
**Date:** 05/23/2013  
**Gender:** Male

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**Tuberculin Skin Test**

Country of Origin: USA

Previous BCG Immunization: no

Return to office on 05/25/2013 to have your Tuberculin Skin Test read.

Tuberculin skin test administered on 05/21/2013 and was placed in the left forearm by Ramona Soberanis.

The result was read as 0 mm induration. Date Read: 05/23/2013

Results Read by: Juan Chavez

Please follow up with your health care provider as instructed.

A handwritten signature in black ink, appearing to read "Juan Chavez", is written over a faint circular stamp.

Electronically signed by: **Juan Chavez** on 05/23/2013

**Document generated by: Juan Chavez 05/23/2013**





**OUSD USE ONLY**

455 Wisteria Drive  
East Palo Alto, CA 94303  
ATTN: Javier Magana

RE: Authorization to Proceed with Consultant Contract Processing

Javier Magana

This letter is to inform you that you have successfully completed the HRSS consultant pre-review process.

**This authorization to proceed shall expire at the conclusion of the 2014-2015 school year.** Please note that the District may not proceed with the processing of your consultant contract unless and until you present an original copy of this letter to the administrator requesting your services.

Thank you for your commitment to help support and enhance the educational experience of Oakland students.

Sincerely,

Ana Navarro  
Site Team Assistant



## Certificate of Commercial General Liability Insurance

**This certificate is issued for informational purposes only.**

It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies.

Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Named Insured:	Javier Magana		
Insurer Name:	Hiscox Insurance Company Inc.		
Policy Number:	UDC-1484698-CGL-14		
Type of Coverage:	Occurrence		
Policy Effective Date:	August 20, 2014	Policy Expiration Date:	August 20, 2015

### Limits of Insurance

Each Occurrence:	\$ 1,000,000	
Damage to Premises Rented to You:	\$ 100,000	Any one premises
Medical Expense:	\$ 5,000	Any one person
Personal & Advertising Injury:	\$ 1,000,000	
General Aggregate:	\$ 2,000,000	
Products/Completed Operations Aggregate:	Products-completed operations are subject to the General Aggregate Limit	
General Aggregate Limit applies per:	Policy	

### Description of Endorsements/Special Provisions

Not applicable

Authorized Representative

August 20, 2014

Date



## Certificate of Commercial General Liability Insurance

**This certificate is issued for informational purposes only.**

It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies.

Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Named Insured:	Javier Magana		
Insurer Name:	Hiscox Insurance Company Inc.		
Policy Number:	UDC-1484698-CGL-14		
Type of Coverage:	Occurrence		
Policy Effective Date:	August 20, 2014	Policy Expiration Date:	August 20, 2015

### Limits of Insurance

Each Occurrence:	\$ 1,000,000	
Damage to Premises Rented to You:	\$ 100,000	Any one premises
Medical Expense:	\$ 5,000	Any one person
Personal & Advertising Injury:	\$ 1,000,000	
General Aggregate:	\$ 2,000,000	
Products/Completed Operations Aggregate:	Products-completed operations are subject to the General Aggregate Limit	
General Aggregate Limit applies per:	Policy	

### Description of Endorsements/Special Provisions

Not applicable
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### Additional Insured Status

Certificate holder maintains Additional Insured Status if this boxed checked.

This certificate does not grant any coverage or rights to the certificate holder. If this certificate indicates that the certificate holder is an additional insured, the policy(ies) must either be endorsed or contain specific language providing the certificate holder with additional insured status. The certificate holder is an additional insured only to the extent indicated in such policy language or endorsement.

### Cancellation

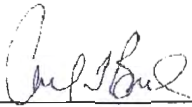
In the event of cancellation of any policy described above, the insurer will attempt to mail 10 days written notice to the certificate holder prior to the effective date of cancellation. However, failure to do so will not impose any duty or liability upon the insurer, its agents or representatives, nor will it delay cancellation.



**HISCOX INSURANCE COMPANY INC. (A Stock Company)**  
104 South Michigan Avenue, Suite 600 Chicago Illinois 60603

Coliseum College Prep Academy  
\_\_\_\_\_  
**Certificate Holder**

August 20, 2014  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
**Authorized Representative**

August 20, 2014  
\_\_\_\_\_  
Date


[View assistance for SAM.gov](#)

### Search Results

#### Current Search Terms: javier\* magana\*

Your search for "Javier Magana\*" returned the following results...

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	<b>MAGANA, JAVIER</b>	Status:	<b>Active</b> 
DUNS:	<b>079301647</b>	CAGE Code:	<b>72LB0</b>
Has Active Exclusion?:	<b>No</b>	DoDAAC:	<a href="#">View Details</a>
Expiration Date:	<b>02/27/2015</b>	Delinquent Federal Debt?:	<b>No</b>

#### Glossary

- [Search Results](#)
- Entity
- Exclusion
- [Search Filters](#)
- By Record Status
- By Functional Area - Entity Management
- By Functional Area - Performance Information

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 v1.1972.20140711-1717



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

## 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 type="checkbox"/>	For All Consultants: Results page of the Excluded Party List ( <a href="https://www.sam.gov/">https://www.sam.gov/</a> )
	<input type="checkbox"/>	For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input type="checkbox"/>	For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input 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) amy.carozza@ousd.k12.ca.us

## Contractor Information

Contractor Name	Javier Magana	Agency's Contact	Javier Magana
OUSD Vendor ID #	1006421	Title	Independent
Street Address	455 Wisteria Drive	City	East Palo Alto
Telephone	650-690-1339	State	CA
		Zip	94303
		Email (required)	jmagana@colgate.edu
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" 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	8/25/14	Date work will end	6/30/15	Other Expenses	
Pay Rate Per Hour (required)	\$ 20.00	Number of Hours (required)	1600		

## 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
4124	21st Century Core	2321875401	5825	\$ 10,000.00
0002	Supplemental	2320002101	5825	\$ 22,000.00
			5825	
<b>Requisition No. (required)</b>	R0150781		<b>Total Contract Amount</b>	\$ 32,000.00

## 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/>)

1.	<b>Administrator / Manager (Originator)</b>	Name	Amy Carozza	Phone	510-639-3201
	Site / Department	Coliseum College Prep Academy		Fax	510-639-3215
	Signature			Date Approved	9/9/14
2.	<b>Resource Manager, if using funds managed by:</b> <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input checked="" type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	9/9/14
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				
Signature			Date Approved	9/9/14	
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>				Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000
	Signature			Date Approved	9/10/14
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal</b>	Required if not using standard contract	Approved	Denied - Reason	Date	
<b>Procurement</b>	Date Received	PO Number		P1501659	