Board Office Use: Le	gislative File Info.
File ID Number	11-2828
Introduction Date	12/05/2011
Enactment Number	11-7478
Enactment Date	12-14-11



Memo

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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)

12-14-11

Subject

Professional Services Contract -

Kristin Papania Oakland CA (contractor, City State)
Sequoia Elementary (site/department)

Action Requested

Ratification of a professional services contract between Oakland Unified School District and Kristin Papania . Services to be primarily provided to Sequoia Elementary for the period of 10/14/2011 through 06/15/2012 .

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

Kristin Papania is an English Language Arts and English Language Development consultant who will provide additional scaffolding, intervention services and ongoing assessments to monitor the progress of Title 1 and ELD students at Sequoia. Sequoia Elementary has a growing English Language Learner (ELL) population. We receive EIA/LEP funding to support the language needs of our students.

Discussion One paragraph summary of the scope of work.

Consultant (Kristin Papania) will provide differentiated English Language Arts and English Language Development instruction for identified K-2 students. Consultant will utilize both "push in" and "pull out" delivery models. She will use appropriate assessment data (reading program, CST, etc.) and standards based instructional materials to design small group instruction. Consultant will provide a maximum of 1092 hours of service at a rate of \$40 per hour for a total not to exceed \$43,680.

Recommendation

Ratification of professional services contract between Oakland Unified School

District and Kristin Papania . Services to
be primarily provided to Sequoia Elementary for the period of

10/14/2011 through 06/15/2012 .

Fiscal Impact

Funding resource name (please spell out) Title I

EIA; EIA/LEP

_not to exceed \$ 43,680.00

Attachments

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

Board Office Use: Legi	slative File Info.
File ID Number	11-2828
Introduction Date	12/05/2011
Enactment Number	11-2478
Enactment Date	17-14-11



		12
		PROFESSIONAL SERVICES CONTRACT 2011-2012
(Co fina to	ONTI ancia perfo	reement is entered into between the Oakland Unified School District (OUSD) and Kristin Papania RACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in all, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competen orm such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The agree as follows:
1.		rvices: CONTRACTOR shall provide the services described in Exhibit "A," attached hereto and incorporated herein by reference ervices" or "Work").
2.	if th	rms: CONTRACTOR shall commence work on 10/14/2011, or the day immediately following approval by the Superintendence aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the ard of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later that 1/15/2012
3.	exc be	mpensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to be a contract of the contract of
		CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A, ached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.
		ISD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for ISD, except as follows:
	CO	yment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the NTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the tion of the Work for which payment is to be made.
	to o	e granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time ay ment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that see must be replaced by CONTRACTOR without delay.
4.		bmittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and ISD 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.		uipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this reement except:which shall not exceed a total cost of \$
6.	co	NTRACTOR Qualifications / Performance of Services.
	СО	NTRACTOR 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

Rev. 6/01/11 v2	Requisition No.	P.O. No	

OUSD Representative: CONTRACTOR: Name: Katia Hazen Site /Dept.: Sequoia Elementary Address: 3730 Lincoln Ave Oakland, CA 94602 Address: 2837 Alida Street Oakland CA 94602 Phone: (510) 531-6696 Phone: (510) 336-9462

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

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- 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:
 - 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).

- 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.
- 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.

Summary of turns and companyation				
Summary of terms and compensation: Anticipated start date: 10/14/2011	Work shall be compl	eted by: <u>06/15/2012</u>	Total Fee: \$43,680	0.00
OAKLAND UNIFIED SCHOOL DISTRICT Maria Santas President, Board of Education Superintendent or Designee	10-28-1/ Date	CONTRACTOR Lister Fig. Confractor Signature	Danie	10.3.11 Date
Secretary, Board of Education	Date	Kristin Papania Print Name, Title	ELD/ELA ir	ntervention Teacher
Certified: Cas Calculation Edgar Rakestraw, Jr., Secre	12/15/11			

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LEGISLATIVE FILE

File ID Number 11-2828
Introduction Date 12-5-11
Enactment Number 11-2478
Enactment Date 12-(4-1)

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.

Consultant (Kristin Papania) will provide differentiated English Language Arts and English Language Development instruction for identified K-2 students. Consultant will utilize both "push in" and "pull out" delivery models. She will use appropriate assessment data (reading program, CST, etc.) and standards based instructional materials to design small group instruction. Consultant will provide a maximum of 1092 hours of service at a rate of \$40 per hour for a total not to exceed \$43,680.

SCOPE OF WORK

		0001	L OI WORK	
Kı	ristin Papania	will provide a max	kimum of 1,092.00 hou	rs of services at a rate of \$40.00 per hour for a
tot	al not to exceed \$ <u>43,680.00</u>	Services are anticipated to	begin on 10/14/2011	and end on 06/15/2012
1.		es to be Provided: Provided: Dis purchasing and what this C		service(s) the contractor will provide. Be specific
	hours per day working with will work with students in sr	students in small groups on Mo	ndays, Tuesdays, Thu the classroom. She wi	e level in reading/writing k-2. She will spend 6 rsdays and Fridays. On a daily basis, Kristin II use CST and CELDT data to design small ag student progress.
2.	result of the service(s): 1) children are attending school many more Oakland children	How many more Oakland chi of 95% or more? 3) How many on have access to, and use, the	ldren are graduating t more students have m e health services they	of this Contract? Be specific. For example, as a from high school? 2) How many more Oakland eaningful internships and/or paying jobs? 4) How need? Provide details of program participation THE GOALS OF THE SITE OR DEPARTMENT.
	from high school in greater school. As a result of increa higher levels of post-second	numbers. Children will not fall b used literacy levels, students wil	ehind in their reading p I be able to pursue thei pecialized reading instr	chieve at benchmark or above and will graduate progress and will be more motivated to attend ir interests in all fields of work and will achieve uction, any visual or auditory processing delays attions.
	proficiency. Entry assessm	ents will be used to measure gr pants will make greater than ave	owth and criteria for ex	on and progress in their reading and writing kit from the intervention program will be reading levels and show greater than average
3.	Alignment with Distric	ct Strategic Plan: Indicate	the goals and visions	supported by the services of this contract:
	Ensure a high quality ins			students for success in college and careers
	Develop social, emotion			althy and supportive schools
	✓ Create equitable opport			able for quality
	✓ High quality and effective	e instruction	✓ Full serv	ice community district

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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.

- 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.

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CERTIFICATE OF LIABILITY INSURANCE

IGG R054

DATE (MM/DD/YYYY) 09-01-2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONALINSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CONTACT NAME: KHOE & ASSOC INS SVCS/PHS PHONE (A/C, No, Ext): (866)467-8730 E-MAIL ADDRESS: FAX (A/C, No): (877)905-0457 101169 P:(866)467-8730 F:(877)905-0457 PO BOX 33015 PRODUCER SAN ANTONIO TX 78265 CUSTOMERID #: INSURER(S) AFFORDING COVERAGE NAIC # INSURED INSURER A: Sentinel Ins Co LTD INSURER B: KRISTIN PAPANIA INSURER C : 2837 ALIDA ST INSURER D : OAKLAND CA 94602 INSURER E :

COVERAGES

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

INSURER F

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROXIDED X LOC	X		57 SBM ZE2024		08/26/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$1,000,000 \$10,000 \$1,000,000 \$2,000,000 \$2,000,000
A	ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		57 SBM ZE2024	08/26/2011	08/26/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORIPARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandetory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					EACH OCCURRENCE AGGREGATE WC STATU- TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District Attn: Risk Management	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1025 2ND AVE OAKLAND, CA 94606	Mar Maillar



This Schools, Thrising Students Professional Services Contract Routing Form 2



Worked as an OUSD employee? ☐ Yes ■ No

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.

- 1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- 2. Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- 3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- 4. OUSD contract originator creates the requisition.

OUSD Staff Contact Emails about this contract should be sent to:

5. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist

Contractor History

- ■For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
- For individual consultants: Proof of negative tuberculosis status within past 4 years
- 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

katia.hazen@ousd.k12.ca.us

For All Consultants with employees: Proof of workers compensation insurance

Previously been an OUSD contractor?
Yes
No

Contractor Information Contractor Name Kristin Papania Agency's Contact Katia Hazen OUSD Vendor ID# 1004392 Title Principal Street Address 2837 Alida Street City Oakland State |CA 94602 Telephone (510) 336-9462 Email katia.hazen@ousd.k12.ca.us

C	ompensation a	nd Terms – Must be	within the O	USD Billing Guidelines	
Anticipated start date	10/14/2011	Date work will end	06/15/2012	Other Expenses	
Pay Rate Per Hour (required)	\$40.00	Number of Hours	452.00	Total Contract Amount	\$ 18.080.00

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 1514859101 5825 \$ 18,080,00 7090 EIA 5825 \$ 0.00 5825 \$0.00 120201818 **Total Contract Amount** \$18,080,00 Requisition No. 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.epls.gov/epls/search.do) Administrator / Manager (Originator) Name Katia Hazen Phone (510) 531-6696 Site / Department Sequoia Elementary Fax (510) 531-6611 1. Signature Date Approved Resource Manager, if using funds manager by: State and Federal Quality, Community, School Development Complementary Learning / After School Programs Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA) 2. Signature Date Approved Date Approved Signature (if using multiple restricted resources) Regional Executive Officer Services described in the scape of work align with needs of department or school site Services described in the scape of work 3. Signature Date Approved Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations ☐ Consultant Aggregate Under \$50,000 4. 28-11 Dantes Date Approved Superintendent, Board of Education Signature on the legal contract 5 Legal Required if not using standard contract Approved Denied - Reason Date Date Received PO Number Procurement

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PROFESSIONAL SERVICES CONTRACT ROUTING FO

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.
- 2. Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- 3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Checklist

- ■For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
- For individual consultants: Proof of negative tuberculosis status within past 4 years
- 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

Contractor Information OUSD Vendor ID # 1004392 Title Principal Street Address 2837 Alida Street City Qakland Principal State CA Zip 94602 Enable Katia Hazen Principal State CA Zip 94602 Enable Worked as an OUSD employee? Yes No Compensation and Terms Must be within the OUSD Billing Guidelines Anticipated start date 101/14/2011 Date work will end 06/15/2012 Other Expenses Pay Rate Per Hour (required) \$40.00 Number of Hours 125.00 Total Contract Amount \$5,000.00 Budget Information If you are planning to multi-fund a contract using LEP funds, please contect the State and Federal Office balance completing requisition. Resource Resource Name Original Contract Amount \$5,000.00 Requisition No. 100 10	OUSD Staff Contact Emails about this contract should be sent to: katia.hazen@ousd.k12.ca.us											
OUSD Vendor ID # 1004392 Title Principal Street Address 2837 Alida Street City Oakland Katla.hazen@ousd.kt2.ca.us			Con	ntractor in	formatic	n						
Street Address 2837 Alida Street City Oakland State CA Zip 94602	Contractor Name	Kristin Papania		Age	Agency's Contact Katia Haz			zen				
Telephone	OUSD Vendor ID #	Title			Principal							
Contractor History Previously been an OUSD contractor? Yes No Worked as an OUSD employee? Yes No	Street Address 2837 Alida Street				y Oakl	and		State	CA	Zip	94602	
Compensation and Terms – Must be within the OUSD Billing Guidelines Anticipated start date 10/14/2011 Date work will end 06/15/2012 Other Expenses Pay Rate Per Hour (required) \$40.00 Number of Hours 125.00 Total Contract Amount \$5,000.00 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 3010 Title I 1514850101 5825 \$5,000.00 Requisition No. Interest Amount Approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a Powas issued. OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (https://www.epis.gov/epls/search.do) Administrator Manager (Originator) Name Katia Hazen Phone (510) 531-6696 Resource Manager, if using funds manipled by Defaule and Federal—Quality, Community, School Development Complementary Learning / After School Programs Signature Date Approved Deputy Superintendent isstructional Leadership Deputy Superintendent sustructional Leadership Deputy Superintendent Business Operations Date Approved Date Approved Date Approved Deputy Superintendent isstructional Leadership Deputy Superintendent Business Operations Date Approved Date Approv	Telephone	(510) 336-9462		Ema	ail	katia.h	azen@ousd.	k12.ca.us				
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Resource # Resource Name	Pay Rate Per Hour	(required) \$40.00	Number	of Hours	125.00	To	otal Contrac	t Amount	\$	5,000.0	00	
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PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2

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.

- 1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- 2. Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- 3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- 4. OUSD contract originator creates the requisition.
- 5. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist

Contractor Name

Street Address

Telephone

OUSD Vendor ID#

Contractor History

- For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
- For individual consultants: Proof of negative tuberculosis status within past 4 years
- 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

Contractor Information

Title

City

Email

For All Consultants with employees: Proof of workers compensation insurance

Previously been an OUSD contractor? ■ Yes □ No

OUSD Staff Contact Emails about this contract should be sent to:

Kristin Papania

2837 Alida Street

(510) 336-9462

1004392

katia.hazen@ousd.k12.ca.us

Oakland

Katia Hazen

katia.hazen@ousd.k12.ca.us

State

Worked as an OUSD employee? ☐ Yes I No

Zip

94602

Principal

Agency's Contact

		Co	ompensation a	nd Terms – Must be v	within the O	JSD Billin	ng Guidelines	
Anticipated start date			10/14/2011	Date work will end	06/15/2012	Other Expenses		
Pay Rate Per Hour (required)		\$40.00	Number of Hours	515.00	Total Contract Amount		\$20,600.00	
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	If you are	e planning to	multi-fund a contrac	ct using LEP funds, please of		and Federa	Office before comple	eting requisition.
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