

Board Office Use: Legislative File Info.	
File ID Number	11-2676
Introduction Date	10/17/11
Enactment Number	11-2303
Enactment Date	10-26-11



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To The Board of Education

From Tony Smith, Ph.D., Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by Procurement) 10-26-11

Subject Professional Services Contract -
Museum of children's art (MOCHA) Oakland, CA (contractor, City State)
228-United For Success Academy (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Museum of children's art (MOCHA). Services to be primarily provided to 228-United For Success Academy for the period of 10/01/2011 through 06/16/2012.

Background
A one paragraph explanation of why the consultant's services are needed. MOCHA has the expertise in providing professional development, coaching and classroom modeling to support arts-integrated learning approach in an educational setting.

Discussion
One paragraph summary of the scope of work. Our programs include professional development for classroom teachers in arts-integrated learning and inquiry, the development of an arts framework for a general curriculum approach known as Teaching for Understanding, and an artist residency to model arts-integrated approaches to math and language arts curriculum.

Recommendation Ratification of professional services contract between Oakland Unified School District and Museum of children's art (MOCHA). Services to be primarily provided to 228-United For Success Academy for the period of 10/01/2011 through 06/16/2012.

Fiscal Impact Funding resource name (please spell out) SIG
not to exceed \$ 12,000.00

Attachments

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

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2011-2012

This Agreement is entered into between the Oakland Unified School District (OUSD) and Museum of children's art (MOCHA) (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** CONTRACTOR shall provide the services described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").
2. **Terms:** CONTRACTOR shall commence work on 10/01/2011, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/16/2012.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Twelve thousand Dollars (\$ 12,000.00). 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:* _____ which shall not exceed a total cost of \$ _____.

6. CONTRACTOR Qualifications / Performance of Services.

CONTRACTOR Qualifications. CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care. CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

7. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

OUSD Representative:

Name: Elia Bustamante
Site /Dept.: 228-United For Success Academy
Address: 2101 35th Ave.
Oakland, CA
Phone: (510) 535-3880

CONTRACTOR:

Name: Museum of Children's Art (MOCHA)--Masako Kalbach
Title: Director, Finance & Operations
Address: 538 9th St.
Oakland, CA 94607
Phone: (510) 465-8770

AA

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and 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:

1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

Professional Services Contract

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


Contractor initial: 
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).

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Our programs include professional development for classroom teachers in arts-integrated learning and inquiry, the development of an arts framework for a general curriculum approach known as Teaching for Understanding, and an artist residency to model arts-integrated approaches to math and language arts curriculum.

SCOPE OF WORK

Meseum of children's art (MOCHA) will provide a maximum of 120.00 hours of services at a rate of \$ 100.00 per hour for a total not to exceed \$12,000.00. Services are anticipated to begin on 10/01/2011 and end on 06/16/2012.

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.

MOCHA's school-based professional development programs incorporate designated time to meet with classroom teachers to assess the skills and tools they need to improve classroom practice in utilizing art. These assessments are followed up with lesson modeling and coaching tailored to the learning goals and needs of the individual teachers.

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.

See attached.

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

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

professional services | scope of work

program goals and objectives

Our goals and objectives for our Arts-Integrated Professional Development Program include:

- Teachers will gain familiarity with engaging, educational art activities that help children hone important academic and developmental skills
- Teachers will develop effective, arts-based strategies for presenting curriculum that has multiple entry points into the learning process
- Teachers will increasingly recognize opportunities to use the arts to leverage learning in other curriculum areas and to use other curriculum areas to leverage learning in the arts
- Teachers will develop a comfort level with the tools, media, and skills necessary to teach visual literacy and/or to be able to use a teaching artist as a more effective resource
- Teachers will learn appropriate ways to talk to children about their art making and to ask questions that foster reflection and cognitive development
- Throughout the Oakland Unified School District, Alameda County and the East Bay we will help build a community that recognizes the importance of, implements and advocates for arts learning as a vital educational tool that can be employed across the curriculum
- MOCHA teaching artists will have ongoing opportunities to enhance their existing skills and develop new skills for teaching art, integrating art across curriculum areas and working effectively in classroom and afterschool settings

Arts Learning Anchor School Collaboration: MOCHA will continue its work with teachers in schools participating in OUSD's Arts Learning Anchor School program. Arts Learning Anchor Schools are committed to arts-integrated learning as an essential part of overall school curriculum, and MOCHA provides professional development, coaching and classroom modeling to support that integrated approach. We will deepen our relationship with the staff at these schools so that we can assess which professional development strategies will be most successful at each site in developing teachers that can use the arts effectively in their classroom practice.

Schoolwide Professional Development: Our programs include professional development for classroom teachers in arts-integrated learning and inquiry, the development of an arts framework for a general curriculum approach known as Teaching for Understanding, and a short-term artist residency to model arts-integrated approaches to math and language arts curriculum. MOCHA artists model lessons during the school day and, with the classroom teacher, develop arts-integrated curriculum to support in-school learning.

expected results

The goal of MOCHA's Arts-Integrated Professional Development Program is to create internally sustainable arts education programs in school and community settings by building the practical skills, theoretical vocabulary, and evaluation tools that integrate the arts into education and youth development programs. MOCHA evaluates program success through educator and student outcomes. Evaluation instruments include:

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: _____

 - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

Educator outcomes: MOCHA gauges whether educators are learning the tools, vocabulary, and methods of arts integration and whether these skills are being applied to both art curricula and general curricula. MOCHA assesses educator work and progress by observing educators in class settings, reviewing development and delivery of lesson plans, and guiding educator self-evaluation. MOCHA's school-based professional development programs incorporate designated time to meet with classroom teachers to assess the skills and tools they need to improve classroom practice in utilizing art. These assessments are followed up with lesson modeling and coaching tailored to the learning goals and needs of the individual teachers.

Student outcomes: MOCHA gauges the following: Are students able to demonstrate mastery of visual literacy as defined by state Visual and Performing Arts Content Standards? Can students use visual art skills to demonstrate mastery of core curriculum? For our younger students, what logical indicators demonstrate the role of the arts in establishing pre-literacy and school readiness skills through the development of hand-eye coordination, fine and gross motor skills, and perceptual discrimination? How well can students demonstrate their knowledge and abilities using visual art vocabulary? How does the visual arts vocabulary help students articulate what they are learning? In what ways do the students' use of visual arts vocabulary and articulation about the artistic process enable their teacher to determine the next steps in teaching/lesson planning? MOCHA assesses student work and progress as they relate to teachers' professional development by observing students in class and student participation in exhibitions, as well as reviewing student work and portfolios.

MOCHA: Statement of Qualifications

The mission of the Museum of Children's Art (MOCHA) is *to ensure that the arts are a fundamental part of the lives of all children*. A nonprofit agency founded in Oakland, California in 1988, MOCHA serves children ages 18 months to 18 years and encourages hands-on learning in the arts; advocates for the arts as an essential part of childhood education; and promotes the arts as a critical tool in helping children of all backgrounds develop as healthy, resourceful, and involved citizens. MOCHA also engages parents and teachers in approaches and strategies for involving children in the arts in ways that are educational and enjoyable.

MOCHA has five program focus areas: *Artists in the Schools*, in which MOCHA's highly trained Teaching Artists bring innovative arts-learning experiences to classrooms and afterschool programs; *Early Childhood Programs*, in which our Little Artists onsite and outreach programs support young children's cognitive, physical, social and emotional growth, building a strong foundation for successful school transition; *Community Programs*, which engaged 10,000 youth in interactive art-making activities at public libraries, in public housing, and at Dia de los Muertos, Art & Soul, International Children and Youth Day, and other community festivals and events throughout Oakland and the East Bay; *Professional Development Programs*, in which MOCHA Teaching Artists provide workshops, coaching and mentoring to help teachers integrate art into core subject areas; and *Museum Programs* at MOCHA's downtown Oakland gallery and studios, which reached nearly 9,000 students through daily drop-in art programs and monthly Family Extravaganzas, school field trips, holiday and summer art camps, and the Little Studio, a specially designed space for children ages 18 months to 5 years. MOCHA is also the only Bay Area museum exclusively exhibiting artwork by and for children.

MOCHA emphasizes outreach to children from low-income families and in communities that do not typically have wide access to the arts. Of the more than 35,000 children who participated in our programs last year, over half came from low-income families and over 60% participated in programs free of charge. Eighty percent of our artist residencies take place in schools with predominantly low-income populations, and the majority of our community programs are held in underserved communities.

MOCHA's work straddles the fields of arts education, youth development and school reform, and our program delivery is based upon the research and best practices of all three. MOCHA has been recognized both locally and nationally for our program excellence, and has established a reputation for quality, sustainability and dedication. In 2003, MOCHA was awarded the national Coming Up Taller Award from the President's Committee on the Arts and the Humanities. That same year, The Oakland Chamber of Commerce honored MOCHA as Oakland's Outstanding Arts Organization.

Insured Name: Museum of Children's Art
Policy Number: 8502SS3168853
Effective Dates: 09/01/11-09/01/12

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

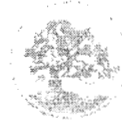
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
Oakland Unified School District
Information required to complete this Schedule, if not shown above, will be shown in the Declarations

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



OUSD Consultant Billing Rate Guideline Waiver Request

Directions

All District professional services contracts must be paid at an hourly rate within the OUSD Billing Rate Guidelines. Principals and managers can submit a waiver request to pay consultants at a higher hourly rate or in special circumstances, a flat fee contract. Billing rate guideline waivers require Cabinet level approval (Deputy Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to renegotiate the compensation and resubmit the contract for approval.

Contractor Name	Museum of children's art (MOCHA)
Contract Originator Name	Elia Bustamante
Site or Department	228--United for Success Academy
Requisition Number	R0201139

Reason for requested waiver:

Specialized skills set justifies higher hourly rate, see resume or statement of qualifications attached

Short-term contract requires a higher hourly rate. Contract is less than one month in duration.

Other, please explain:

Approval Cabinet Level approval required (Deputy Superintendent)

Regional or Executive Officer _____	Date _____
Cabinet Level _____	Date _____

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

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 has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- 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.

Attachment 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

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

Milciadis, diaz @ OUSD.k12.ca.us

Contractor Information

Contractor Name	Museum of children's art (MOCHA)	Agency's Contact	Masako Kalbach
OUSD Vendor ID #	1003602	Title	Director of Finance & Operations
Street Address	538 9th St.	City	Oakland, State CA Zip 94607
Telephone	(510) 465-8770	Email	kristin@mocha.org
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	10/01/2011	Date work will end	06/16/2012	Other Expenses	
Pay Rate Per Hour (required)	\$ 100.00	Number of Hours	120.00	Total Contract Amount	\$ 12,000.00

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
3181	SIG	2283181101	5825	\$ 12,000.00
			5825	\$
			5825	\$
Requisition No.	R0201139	Total Contract Amount		\$ 12,000.00

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.epls.gov/epls/search.do>)

1.	Administrator / Manager (Originator)	Name	Elia Bustamante	Phone	(510) 535-3880
	Site / Department	228-United For Success Academy		Fax	(510) 535-7139
	Signature	<i>[Signature]</i>		Date Approved	9/19/2011
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs				
	<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	
3.	Regional Executive Officer				
	<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	<i>[Signature]</i>		Date Approved	9/25/11
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations <input type="checkbox"/> Consultant Aggregate Under \$50,000				
	Signature	<i>[Signature]</i>		Date Approved	9-28-11
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved	Denied - Reason	Date	
Procurement	Date Received	PO Number		P1208565	

1390

