

Board Office Use: Legislative File Info.	
File ID Number	13 - 0569
Introduction Date	3/27/13
Enactment Number	13-0575
Enactment Date	3/27/13



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
Tony Smith, Ph.D., Superintendent

From By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date 3/27/13
(To be completed by Procurement)

Subject Professional Services Contract Amendment - ¹
Ronald Williams II Oakland CA (Contractor, City/State) -
987 - Risk Management (site/department)

Action Requested Approval by the Governing Board of the amendment to the professional services contract between the District and Ronald Williams II. Services to be primarily provided to 987 - Risk Management for the period of April 1, 2013 through June 30, 2013, in an amount not to exceed \$ 40,000.00.

Background
A one paragraph explanation of why an amendment is needed.

This contractor was originally hired to work with the departments of procurement and distribution services, facilities planning and management, accounting, and risk management to coordinate the development of the district's policies, procedures, and protocol for the management, accounting, reporting, and control of fixed assets. The original period of the contract was July 1, 2012 to March 31, 2013. This amendment extends the contract for three additional months (until June 30, 2013).

Discussion
One paragraph summary of the amended scope of work.

This amendment extends the contract for three additional months to cover the period of April 1, 2013 to June 30, 2013. During this time, the contractor will work with the department of risk management to coordinate the inventory of real and personal property for the district for both insurance and accounting purposes (this includes serving as liaison between central office, sites, and the valuation contractor); and develop the fixed assets management program.

Recommendation Approval by the Governing Board of the amendment to the professional services contract between the District and Ronald Williams II. Services to be primarily provided to 987 - Risk Management for the period of April 1, 2013 through June 30, 2013, in an amount not to exceed \$ 40,000.00.

Fiscal Impact Funding resource name (please spell out) Self Insurance
not to exceed \$ 40,000.00.

Attachments

- Contract Amendment
- Copy of original contract

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Ronald Williams II (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on July 1, 2012, and the parties agree to amend that Agreement as follows:

1. Services: The scope of work has changed. ONLY the funding source has changed.
If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
 Revised scope of work attached. OR, The CONTRACTOR agrees to provide the following amended services:

2. Terms (duration): The term of the contract is unchanged. The term of the contract has changed.
If the term has changed: The contract term is extended by an additional 3 months (days/weeks/months), and the amended expiration date is June 30, 2013.

3. Compensation: The contract price is unchanged. The contract price has changed.
If the compensation has changed: The contract price is amended by
 Increase of \$ 40,000.00 to original contract amount
 Decrease of \$ _____ to original contract amount
and the new contract total is One Hundred Twenty Thousand Dollars dollars (\$ 120,000.00)

4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. Amendment History:

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education
 Superintendent or Designee

Edgar Rakestraw, Jr.
Edgar Rakestraw, Jr., Secretary
Board of Education

3/28/13
Date

3/28/13
Date

CONTRACTOR

Contractor Signature

13 March 2013
Date

Consultant, Ronald Williams II
Print Name, Title

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.
This amendment extends the contract for three additional months to cover the period of April 1, 2013 to June 30, 2013. During this time, the contractor will work with the department of risk management to coordinate the inventory of real and personal property for the district for both insurance and accounting purposes (this includes serving as liaison between central office, sites, and the valuation contractor); and develop the fixed assets management program.

SCOPE OF WORK

Ronald Williams II _____ will provide a maximum of 400 hours of services at a rate of \$ \$100.00 per hour for a total not to exceed \$ 40,000.00. Services are anticipated to begin on April 1, 2013 and end on June 30, 2013.

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

The contractor will work with the department of risk management to coordinate the inventory of real and personal property for the district for both insurance and accounting purposes (this includes serving as liaison between central office, sites, and the valuation contractor); and develop the fixed assets management program; Coordinate the bi-annual inventory and valuation of the district's land, land improvements, buildings, building improvements, machinery and equipment in partnership with a valuation company contracted by the district. This includes, but is not limited to, facilitating the communication between schools and offices and the valuation contractor regarding access to equipment at sites and offices; Work with Risk Management, Procurement and Distribution Services, Facilities Planning and Management, Technology Services, and Accounting to merge property records into a central database that can be used by all parties and design the process for the regular updating of this information; Coordinate training for central office and school site staff for the district-wide implementation of the revised procedures and protocol for the management of fixed assets, including the development of a district manual for capital assets management at central and school site levels.

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.

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 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.
-

AMENDMENT ROUTING FORM

2012-2013

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1

Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.

1. Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work has changed. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
4. OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

Attachment Checklist

- Contract amendment packet including Board Memo and Amendment Form
- Amended Scope of work (Be specific as to what additional work is being done by this consultant.)
- A Board Approved copy of the original contract and any prior Amendments.

OUSD Staff Contact Emails about this contract should be sent to: (Required) queen.quiocho@ousd.k12.ca.us

Contractor Information

Contractor Name	Ronald Williams II	Agency's Contact	Ronald Williams II		
OUSD Vendor ID #	1004895	Title	Consultant		
Street Address	3700 Madrone Ave.	City	Oakland	State	CA
Telephone	(510) 761-5329	Email	ronaldcwilliams@gmail.com		
		Zip	94619		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 80,000.00	Original PO Number	P1300183		
Amended Amount	\$ 40,000.00	New Requisition #	R0314 728		
New Total Contract Amount	\$ 120,000.00	Start Date	April 1, 2013	End Date	June 30, 2013
Pay Rate Per Hour (Required)	\$100.00	Number of Hours (Required)	400		

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
0000	Self Insurance	9879000701	5825	\$ 40,000.00
			5825	\$
			5825	\$

Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	Site Administrator or Manager	Name	Jerry Johnson	Phone	(510) 273-0474	Fax	
	Site / Department	987 - Risk Management					
2.	Signature	[Signature]		Date Approved	3/13/13		
	Resource Manager, if using funds managed by:	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships					
3.	Signature	[Signature]		Date Approved			
	Signature	[Signature]		Date Approved			
4.	Regional or Executive Officer						
	Signature	[Signature]		Date Approved			
5.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
	Signature	[Signature]		Date Approved	3/13/13		
5.	Superintendent or Board of Education	Signature on the legal contract					
Legal Required if not using standard contract		Approved		Denied - Reason		Date	
Procurement	Date Received			PO Number		New Requisition	

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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To The Board of Education

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

Board Meeting Date
(To be completed by Procurement) 9/27/12

Subject Professional Services Contract -
Ronald Williams II Oakland CA (contractor, City State)
905 - Deputy Superintendent, Business and Operations (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Ronald Williams II. Services to be primarily provided to 905 - Deputy Superintendent, Business and C for the period of July 1, 2012 through March 31, 2013.

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

Discussion
One paragraph summary of the scope of work.

Consultant will work with the departments of procurement and distribution services, facilities planning and management, accounting, and risk management to coordinate the development of the District's policies, procedures, and protocol for the management, accounting, reporting, and control of fixed assets.

Recommendation Ratification of professional services contract between Oakland Unified School District and Ronald Williams II. Services to be primarily provided to 905 - Deputy Superintendent, Business and C for the period of July 1, 2012 through March 31, 2013.

Fiscal Impact Funding resource name (please spell out) General Fund
not to exceed \$ 80,000.00

- 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 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Ronald Williams II (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:

- Services:** The 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 July 1, 2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than March 31, 2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Eighty Thousand Dollars Dollars (\$80,000.00). 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:
 - 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.
 - 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: Vernon Hal
Site /Dept. 05 - Deputy Superintendent, Business and Operator
Address: 1025 2nd Ave., Room 301
Oakland, CA 94606
Phone: (510) 273-3209

CONTRACTOR:

Name: Ronald Williams II
Title: _____
Address: 3700 Madrone Ave
Oakland CA 94619
Phone: (510) 761-5329

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

8. Invoicing

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

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

9. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

10. Insurance:

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

Check one of the boxes below:

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

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

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

OR

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

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

Professional Services Contract

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

Contractor initials: 

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

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

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.
 CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplsearch.do>)

Summary of terms and compensation:

Anticipated start date: July 1, 2012 Work shall be completed by: March 31, 2013 Total Fee: \$ 80,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature]
 President, Board of Education
 Superintendent or Designee

[Signature]
Secretary, Board of Education

Certified:
[Signature] 9/29/12
E. Jay Rakestraw, Jr., Secretary
Board of Education

CONTRACTOR
[Signature]
Contractor Signature

6/29/2012
Date

7/9/12
Date

[Signature]
Date

Ronald Williams II
Print Name, Title

File ID Number: 12-2521
Introduction Date: 9-27-12
Enactment Number: 12-2469
Enactment Date: 9-27-12
By: [Signature]

Ronald Williams II, Ph.D.
3700 Madrone Ave.
Oakland, CA 94619
Phone: (510) 761-5329
Email: ronaldcwilliams@gmail.com

PROFESSIONAL SERVICES CONTRACT PROPOSAL

Dates of Contract: July 1, 2012 to March 31, 2013

General Scope of Services:

- Work with the departments of procurement and distribution services, facilities planning and management, accounting, and risk management to coordinate the development of the District's policies, procedures, and protocol for the management, accounting, reporting, and control of fixed assets.

Specific Duties and Deliverables:

- Support the department of Procurement and Distribution Services in the redesign of the receiving process for Machinery and Equipment purchased by the district.
- Work with Technology Services and Procurement and Distribution Services to facilitate the full implementation of electronic processing of equipment received through the distribution center for inventory and capitalization.
- Coordinate the bi-annual inventory and valuation of the district's land, land improvements, buildings, building improvements, machinery and equipment in partnership with a valuation company contracted by the district. This includes, but is not limited to, facilitating the communication between schools and offices and the valuation contractor regarding access to equipment at sites and offices.
- Assess long-term staffing needs/implications for the management, accounting, reporting and control of the District's capital assets, including further research on best practices of other comparable school districts, the development of position descriptions, and the development of recommendations for appropriate reporting relationships. This includes facilitating the recruitment, hiring, and training of staff as directed.
- Work with State and Federal Compliance, Procurement and Distribution Services, and Accounting to design the process for identifying and tracking assets purchased using restricted funds.
- Work with relevant departments to prepare a calendar of activities for capital assets reporting covering the next two fiscal years.

- Design and implement a system of periodic reporting (e.g. monthly or quarterly) and hand off of capital assets acquisition data from Buildings and Grounds, Procurement, and Capital Building Program.
- Work with Risk Management, Procurement and Distribution Services, Facilities Planning and Management, Technology Services, and Accounting to merge property records into a central database that can be used by all parties and design the process for the regular updating of this information.
- Develop an inventory of all reports used in the capital assets acquisition process and verify the quality and utility of said reports.
- Develop a series of flow charts (both visual and narrative) for the capital assets acquisition, depreciation, and disposition process for Buildings and Grounds, Capital Building Program, Procurement, and Accounting.
- Coordinate training for central office and school site staff for the district-wide implementation of the revised procedures and protocol for the management of fixed assets, including the development of a district manual for capital assets management at central and school site levels, engagement of the principal's advisory committee for input on site level issues related to the management of capital assets.
- Work with the Accounting department to develop standard procedures for reclassification of expenditures between funding sources (i.e. the regular reclassification of expenditures after they have been procured and paid).
- Prepare a manual of policies and procedures for all areas of the district's capital assets program.

Contract Amount: \$80,000

Total Hours: 800

Billable Hourly Rate: \$100

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. Consultant will work with the departments of procurement and distribution services, facilities planning and management, accounting, and risk management to coordinate the development of the District's policies, procedures, and protocol for the management, accounting, reporting, and control of fixed assets.

SCOPE OF WORK

Ronald Williams II will provide a maximum of 800 hours of services at a rate of \$ 100 per hour for a total not to exceed \$80,000.00. Services are anticipated to begin on July 1, 2012 and end on March 31, 2013.

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.

Support the department of Procurement and Distribution Services in the redesign of the receiving process for Machinery and Equipment purchased by the district; Work with Technology Services and Procurement and Distribution Services to facilitate the full implementation of electronic processing of equipment received through the distribution center for inventory and capitalization; Coordinate the bi-annual inventory and valuation of the district's land, land improvements, buildings, building improvements, machinery and equipment in partnership with a valuation company contracted by the district. This includes, but is not limited to, facilitating the communication between schools and offices and the valuation contractor regarding access to equipment at sites and offices; Assess long-term staffing needs/implications for the management, accounting, reporting and control of the District's capital assets, including further research on best practices of other comparable school districts, the development of position descriptions, and the development of recommendations for appropriate reporting relationships. This includes facilitating the recruitment, hiring, and training of staff as directed.

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.

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

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

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

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required) – Action Item Number: _____
- Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

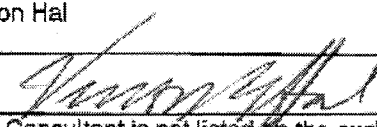
Consultant Fingerprint/Criminal Background Check Waiver Request

Directions

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

Contractor Name	Ronald Williams II		
Originator Name	Vernon Hal	Site or Department	Chief Financial Officer
Which sites or locations will the contractor be working at?	Central Office		
TB Clearance Requirement			
<i>Proof of negative TB status is required for all consultants who will be working with OUSD students or staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one time speaker with less than 6 hours of contact with OUSD employees.</i>			
How is this contractor going to meet the TB clearance requirement?			
TB Waiver requested <input type="checkbox"/>		Proof of TB clearance is in the contract packet <input checked="" type="checkbox"/>	

[TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.]	
CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))	
OUSD Representative's Name	Vernon Hal Title Deputy Superintendent
OUSD Representative's Signature	Date

Approval Cabinet Level approval required (Deputy Superintendent/Superintendent)	
Approver Name Vernon Hal	Title Deputy Superintendent
Approver Signature 	Date 7/9/12
Reason for Approval: Consultant is not listed on the excluded vendor list, works primarily at central office, and has passed the background check previously.	

OUSD Consultant General Liability Insurance Reduced Insurance Requirement or Waiver Request

Directions

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

Steps:

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

Contractor Name	Ronald Williams II	Contract Amount	\$ 80,000.00
OUSD Originator Name	Vernon Hal	Site / Department	Chief Financial Officer

Why do you believe that this contract poses a low risk to the District and should be eligible for a reduction or waiver of the general liability insurance requirement?
 No contact with Students and the majority of work is performed at OUSD Central Office.

Signature of Contract Originator Requesting Waiver

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

OUSD Principal or Manager



Date

7/9/12

Risk Management

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

Reduced Requirement : \$ _____

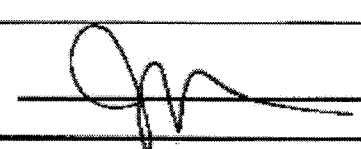
Waiver of General Liability Insurance Requirement

Reason for reduction or waiver: _____

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

Denial Reason: _____

Signature



Date

7/12/2012

EPLS

Excluded Parties List System

**Search Results Excluded By
Individual : Ronald Williams
State : CALIFORNIA
as of 29-Jun-2012 1:02 PM EDT**

Your search returned no results.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

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 checked="" type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input checked="" type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.epis.gov/epis/search.do)
	<input checked="" 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) **RONALDCWILLIAMS@gmail.com**

Contractor Information

Contractor Name	Ronald Williams II	Agency's Contact	Ronald Williams II
OUSD Vendor ID #	2004895	Title	Consultant
Street Address	3700 Madrone Ave	City	Oakland
Telephone	(510) 761-5329	State	CA
		Zip	94619
		Email (required)	ronaldcwilliams@gmail.com
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Compensation and Terms - Must be within the OUSD Billing Guidelines

Anticipated start date	July 1, 2012	Date work will end	March 31, 2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 100	Number of Hours (required)	800		

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	
0000	General Fund	9999000732	5825	\$ 80,000.00	
			5825	\$	
			5825	\$	
Requisition No. (required)	R0300715			Total Contract Amount	\$ 80,000.00

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.epis.gov/epis/search.do>)

1.	Administrator / Manager (Originator)	Name	Vernon Hal	Phone	(510) 273-3209	
	Site / Department	905 - Deputy Superintendent, Business and Operations			Fax	
	Signature				Date Approved	
2.	Resource Manager, if using funds managed by:	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature				Date Approved	
3.	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					
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate Under <input type="checkbox"/> Over <input type="checkbox"/> \$50,000				
	Signature	<i>[Signature]</i>			Date Approved	7/9/12
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		P1360183		

P1360183
Requisition No

1976