

Board Office Use: Legislative File Info.	
File ID Number	12-1226
Introduction Date	6-13-12
Enactment Number	12-1537
Enactment Date	6-13-12



**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 6-13-12
(To be completed by Procurement)

Subject Professional Services Contract Amendment - 1
Community Health for Asian Amer Oakland CA (Contractor, City/State) -
Family, Schools & Community Partnerships Department (site/department)

Action Requested Ratification by the Governing Board of the amendment to the professional services contract between the District and Community Health for Asian Americans. Services to be primarily provided to Family, Schools & Community Partnerships De for the period of 10/15/2011 through 08/14/2012, in an amount not to exceed \$ 5,000.00.

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

Over the course of the school year, Community Health for Asian Americans has been providing engaging community and OUSD site-based gardening activities for newly-arrived refugee families. These programs have supported parent engagement at monthly family meetings and provided opportunities for parent-student-community connectedness for these under-served, linguistically and culturally isolated Oakland newcomers. The Refugee & Asylee Student Assistance Program wishes to extend CHAA's supportive community programming into the summer months, to provide educational and recreational opportunities for refugee students in conjunction with the annual ELD academic summer school.

Discussion
One paragraph summary of the amended scope of work.

Ratification by the Board of Education of Amendment No. 1 of the Professional Services Contract between District and Community Health for Asian Americans, Oakland, CA, for the latter to provide engaging and supportive after school programming during the 2012 ELD summer school session held at Oakland International High School, for the period of October 15, 2012 through August 14, 2013, in the amount of \$5,000.00, increasing the agreement from \$10,000.00 to a not to exceed amount of \$15,000.00. All other terms remain in full force and effect.

Recommendation Ratification by the Governing Board of the amendment to the professional services contract between the District and Community Health for Asian Americans. Services to be primarily provided to Family, Schools & Community Partnerships De for the period of 10/15/2011 through 08/14/2012, in an amount not to exceed \$ 5,000.00.

Fiscal Impact Funding resource name (please spell out) 4216/Refugee School Impact Grant
not to exceed \$5,000.00

Attachments

- Contract Amendment
- Copy of original contract

Board Office Use: Legislative File Info.	
File ID Number	12-1226
Introduction Date	6-13-12
Enactment Number	12-1537
Enactment Date	6-13-12



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 Community Health for Asian Amerik (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on October 15, 2011, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work is unchanged. The scope of work 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 2.5 months (days/weeks/months), and the amended expiration date is 08/14/2012.

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 \$ 5,000.00 to original contract amount
 Decrease of \$ _____ to original contract amount
and the new contract total is fifteen thousand dollars dollars (\$ 15,000.00)

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

CONTRACTOR

Maria Dantes 5-10-12
 President, Board of Education Date
 Superintendent or Designee

Beatrice Lee 4/27/2012
Contractor Signature Date

Edgar Rakestraw, Jr. _____
Secretary Date
Board of Education

Beatrice Lee, Exc Director
Print Name, Title

CERTIFIED: Edgar Rakestraw, Jr. 6/14/12

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.

Ratification by the Board of Education of Amendment No. 1 of the Professional Services Contract between District and Community Health for Asian Americans, Oakland, CA, for the latter to provide engaging and supportive after school programming during the 2012 ELD summer school session held at Oakland International High School, for the period of October 15, 2012 through August 14, 2013, in the amount of \$5,000.00, increasing the agreement from \$10,000.00 to a not to exceed amount of \$15,000.00. All other terms remain in full force and effect.

SCOPE OF WORK

Community Health for Asian Americans will provide a maximum of 100.00 hours of services at a rate of \$ 50.00 per hour for a total not to exceed \$5,000.00. Services are anticipated to begin on 10/15/2011 and end on 08/14/2012.

- 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.

Expanding upon its preestablished refugee community gardening programs, which provided educational, enrichment and community-building opportunities for over 100 newcomer students and 40 newcomer parents, Community Health for Asian Americans (CHAA) will provide 4 days a week, three hours/day of after school enrichment for over forty newly-arrived refugee students for four weeks during the OUSD's ELD Summer School (based at Oakland International High School). CHAA will offer two programs: a community gardening class, in which participants learn and share knowledge about food growth, cultivate healthy foods, study culturally-responsive nutrition, visit community garden sites and expand upon a pre-existing school garden; and a photo-voice class, in which students will learn photography and computer skills and conduct a project about their community through writing, photography and video. These programs will provide engagement outlets for newly-arrived students to deepen their connections with their new communities, schools and diverse fellow students, while encouraging growth in English and the development of new skills.

- 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.

Through CHAA's summer enrichment programs, over 40 refugee youth will have access to supportive, non-academic programming during the summer months, which will serve as an essential compliment to their English Language Development classes during the summer school school day. Enrichment programs will also function as an incentive to attend ELD classes and have, in past years, shown to increase student attendance rates during summer school. 100% of CHAA's program participants will improve their English, develop a new skill (technological and/or gardening-related), make meaningful relationships with other students and at least one caring adult, and deepen their connection to their school communities (as measured by participant surveys and teacher feedback).

- 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 checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input checked="" 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.
-

PROFESSIONAL SERVICES CONTRACT AMENDMENT ROUTING FORM 2011-2012

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 contract.
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 is changing)
- Copy of original contract

OUSD Staff Contact Emails about this contract should be sent to: phyllis.copes@ousd.k12.ca.us

Contractor Information

Contractor Name	Community Health for Asian Americans	Agency's Contact	Sean Kirkpatrick		
OUSD Vendor ID #	I005473	Title	Associate Director		
Street Address	255 International Blvd	City	Oakland	State	CA
Telephone	(510) 835-2777	Email	sean.kirkpatrick@chaaweb.org		
		Zip	94606		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 10,000.00	Original PO Number	P1202646		
Amended Amount	\$ 5,000.00	New Requisition #	R0204676		
New Total Contract Amount	\$ 15,000.00	Start Date	10/15/2012	End Date	08/14/2012

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
4216	Refugee Grant	9221205102	5825	\$ 5,000.00
			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.

	Site Administrator or Manager	Name	Lydell Willis	Phone	5104347752	Fax	5104347757
1.	Site / Department	Office of Family, Schools & Community Partnerships					
	Signature					Date Approved	4/26/2012
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						
	Signature					Date Approved	
	Signature					Date Approved	
3.	Regional or Executive Officer						
	Signature					Date Approved	5/1/2012
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations						<input type="checkbox"/> Consultant Aggregate Under \$50,000
	Signature					Date Approved	5-10-2012
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	P1202646		



Board Office Use: Legislative File Info.	
File ID Number	11-2672
Introduction Date	10-17-11
Enactment Number	11-2302
Enactment Date	10-26-11 <i>RS</i>



**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 -
Community Health for Asian AmOakland CA (contractor, City State)
OUSD Refugee Program, TSF Unit, FSCP Office (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Community Health for Asian Americans. Services to be primarily provided to OUSD Refugee Program, TSF Unit, FSCP Off for the period of 10/15/2011 through 06/30/2012.

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

The OUSD has been granted the Refugee School Impact Grant to provide supplemental educational and socio-emotional support activities for recently arrived refugee families. Many of the OUSD's new refugee families (from Burma, Bhutan, Sri Lanka, Iraq, Eritrea and elsewhere) bring agricultural backgrounds. These families often struggle to adjust to their urban environment in Oakland and will benefit considerably from the opportunity to garden and grow their own food (as demonstrated by refugee gardens elsewhere in Oakland/the U.S.). The garden will provide a productive, healthy activity for refugee students/parents, connect new families with the OUSD, and will incorporate ELD. Community Health for Asian Americans (CHAA) will be contracted to expand a refugee community garden at Oakland International HS and start a Community Garden at the FSCP.

Discussion
One paragraph summary of the scope of work.

The OUSD Refugee Program is contracting CBO Community Health for Asian Americans (CHAA) to support the development of two refugee community gardens, one at Oakland International HS and one at the FSCP (2111 International Blvd.). CHAA will oversee the building/expansion of the gardens, the on-boarding of families who will use the space, required supplies and donations, and the development of a garden-based ELD and health curriculum that will be used regularly during gardening activities (and can be used elsewhere throughout the district with EL newcomer parents). This garden will provide a healthy, safe space for newly resettled refugee families to garden, grow their own healthy food, learn about healthy living in the United States, practice English, and build a connection to the OUSD.

Recommendation Ratification of professional services contract between Oakland Unified School District and Community Health for Asian Americans. Services to be primarily provided to OUSD Refugee Program, TSF Unit, FSCP Of for the period of 10/15/2011 through 06/30/2012.

Fiscal Impact Funding resource name (please spell out) Refugee Grant --Refugee School Impact Grant not to exceed \$ 10,000.00

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

Board Office Use: Legislative File Info.	
File ID Number	11-2672
Introduction Date	10-17-11
Enactment Number	11-2302
Enactment Date	10-26-11 <i>YJ</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2011-2012

This Agreement is entered into between the Oakland Unified School District (OUSD) and Community Health for Asian Americans (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:** CONTRACTOR shall provide the services described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").
- Terms:** CONTRACTOR shall commence work on 10/15/2011, 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 06/30/2012.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Ten Thousand Dollars (\$ 10,000.00). 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.

- 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.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* _____ which shall not exceed a total cost of \$ _____.
- CONTRACTOR Qualifications / Performance of Services.**

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

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

- 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: Langan Courtney
Site /Dept.: OUSD Refugee Program, TSF Unit, FSCP Office
Address: 2111 International Blvd.
Oakland, CA 94606
Phone: (510) 434-7775

CONTRACTOR:

Name: Community Health for Asian Americans
Title: _____
Address: 255 International Blvd.
Oakland CA 94606
Phone: (510) 835-2777

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:

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).

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.

The OUSD Refugee Program is contracting CBO Community Health for Asian Americans (CHAA) to support the development of two refugee community gardens, one at Oakland International HS and one at the FSCP (2111 International Blvd.). CHAA will oversee the building/expansion of the gardens, the on-boarding of families who will use the space, required supplies and donations, and the development of a garden-based ELD and health curriculum that will be used regularly during gardening activities (and can be used elsewhere throughout the district with EL newcomer parents). This garden will provide a healthy, safe space for newly resettled refugee families to garden, grow their own healthy food, learn about healthy living in the United States, practice English, and build a connection to the OUSD.

SCOPE OF WORK

Community Health for Asian Americans will provide a maximum of 400.00 hours of services at a rate of \$ 25.00 per hour for a total not to exceed \$10,000.00. Services are anticipated to begin on 10/15/2011 and end on 06/30/2012.

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.

Community Health for Asian Americans (CHAA) is being hired to expand a community garden at Oakland International High School (OIHS) and start a community garden at the OUSD's Family Schools and Community Partnerships Office at 2111 International Blvd. CHAA will coordinate with bilingual community navigators (Karen/English, Karenni/English, and Nepali/English) to support newcomer refugee families with garden plots and affiliated programming. CHAA will oversee family outreach and "on-boarding", building of the garden beds, planting, necessary materials and donations, and the development and implementation of a garden based ELD and health curriculum. Refugee families who participate in the garden will have a plot of rich soil to grow their own food and work with their family and others from the community. They will practice and improve their English and increase their comfort and experience interfacing with OUSD staff and an OUSD building which in turn will increase their comfort interacting with their child's school. Finally, they will be able to spend a significant amount of time outside each week, taking part in a healthy, productive activity that will benefit their families in a variety of ways.

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.

Community Health for Asian Americans (CHAA) is being hired to expand a community garden at Oakland International High School (OIHS) and start a community garden at the OUSD's FSCP Office (2111 International Blvd.). CHAA has experience starting refugee community gardens in Oakland that provide healthy, productive, safe spaces for immigrant families to grow their own food, utilize their skills, build cross cultural friendships, and strengthen cross generational ties. In addition to focusing on healthy activities and growing healthy food, the OUSD refugee community gardens will incorporate a garden based ELD curriculum, to be developed by CHAA, as well as a school connectedness component that will serve to better connect newly resettled linguistically isolated refugee families to their children's education. This component of the program will address important school issues such as attendance, homework, academic supports (after school programming, tutoring, CAHSEE prep classes, etc.), and the importance of parent involvement. Combining healthy activities, productive gardening, ELD, and educationally focused activities will allow the participating families to build important connections to their new community and build important skills to support their children's education and adjustment to the U.S. This program will have a positive impact on the social, emotional and physical health, academic success, and acculturation of all participating families.

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.
-



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)

9/27/2011

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 ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS 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 Santa Maria & Company 1550 Parkside Drive Suite #200 Walnut Creek, CA 94596	CONTACT NAME: Certificate Department	
	PHONE (A/C, No, Ext): 925-956-7600	FAX (A/C, No): 925-956-7601
www.smcrisk.com INSURED Community Health for Asian Americans 255 International Blvd. Oakland CA 94606	E-MAIL ADDRESS: certificates@smcrisk.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Insurance Company	
	INSURER B : Granite State Insurance Company	
	INSURER C :	
	INSURER E :	

COVERAGES

CERTIFICATE NUMBER: 11218971


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK702503	4/1/2011	4/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK702503	4/1/2011	4/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			PHUB340719	4/1/2011	4/1/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/M	N/A	001310140	8/1/2011	8/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK702503	4/1/2011	4/1/2012	Occurance- \$1,000,000 Aggregate- \$3,000,000
A	Crime			PHPK702503	4/1/2011	4/1/2012	\$80,000 Limit \$1,000 Ded.

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

Certificate holder is named additional insured as respects to work performed by the named insured.

CERTIFICATE HOLDER Oakland Unified School District Civic Center Department 955 High Street Oakland CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Carl A. Santa Maria

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

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.

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

- 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:* Langan.Courtney@ousd.k12.ca.us

Contractor Information

Contractor Name	Community Health for Asian Americans	Agency's Contact	Sean Kirkpatrick		
OUSD Vendor ID #	1005473	Title	Associate Director		
Street Address	255 International Blvd.	City	Oakland	State	CA Zip 94606
Telephone	(510) 835-2777	Email	sean.kirkpatrick@chaaweb.org		
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	10/15/2011	Date work will end	06/30/2012	Other Expenses	
Pay Rate Per Hour (required)	\$ 25.00	Number of Hours	400.00	Total Contract Amount	\$ 10,000.00

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
4216	Refugee Grant	9221205102	5825	\$ 10,000.00
			5825	\$
			5825	\$
Requisition No.	R0201449		Total Contract Amount	\$ 10,000.00

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	Langan Courtney	Phone	(510) 434-7775
	Site / Department		OUSD Refugee Program, TSF Unit, FSCP Office		Fax	
	Signature				Date Approved	9/26/11
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 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				Date Approved		
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations				<input type="checkbox"/> Consultant Aggregate Under \$50,000	
	Signature				Date Approved	10-6-11
5.	Superintendent, Board of Education <i>Signature on the legal contract</i>					
Legal Required if not using standard contract		Approved		Denied - Reason		Date
Procurement	Date Received		PO Number	P1202646		



1351