

Board Office Use: Legislative File Info.	
File ID Number	14-1682
Introduction Date	9/23/14
Enactment Number	14-1700
Enactment Date	9-23-14



Memo

To Board of Education

From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by Procurement) 9-23-14

Subject Professional Services Contract - Linda Johnson
- 922/Family, School, and Community Partnerships Dept. (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and Linda Johnson. Services to be primarily provided to 922/Family, School, and Community Partnerships Dept. for the period of 6/23/2014 through 7/18/2014.

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

Service is needed to support the full implementation of the 2013 Oakland Fine Arts Summer School program, a partnership between the Oakland Unified School District and the City of Oakland Parks and Recreation Department. Consultant supplies specialized skill in the Fine Arts, especially in area of Jazz, African, Modern Dance, choreography, creative and performing arts.

Discussion
One paragraph summary of the scope of work.

Ratification by the Board of Education of a Professional Services Contract between the District and Linda Johnson, Oakland, CA, for the latter to provide program support that will promote student awareness of the performance arts, including dance and choreography, resulting in an appreciation of the arts, career exploration, and its relationship to daily living; as well as, improve self-esteem, confidence, and pride in self; and assist in program coordination for the period of June 23, 2014 through July 18, 2014, in an amount not to exceed \$4,500.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and Linda Johnson. Services to be primarily provided to 922/Family, School, and Community Partnerships Dept. for the period of 6/23/2014 through 7/18/2014.

Fiscal Impact Funding resource name (please spell out) Measure G
not to exceed \$ 4,500.00

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

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Linda Johnson

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

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 6/23/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than 7/18/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Four Thousand Five Hundred Dollars (\$ 4,500.00) [per fiscal year], at an hourly billing rate not to exceed 40.00 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

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

5. **CONTRACTOR Qualifications / Performance of Services:**

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

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

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

OUSD Representative:

Name: Julie McCalmont
Site /Dept.: 922/Family, School, and Community Partnerships Dept.
Address: 746 Grand Avenue
Oakland, CA 94610
Phone: (510) 273-1576
Email: Julie.McCalmont@ousd.k12.ca.us

CONTRACTOR:

Name: Linda Johnson
Title: Consultant
Address: 5485 El Camille Avenue
Oakland CA 94619
Phone: (510) 943-7807
Email: dancesisterlinda@yahoo.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

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

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

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

Check one of the boxes below:

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

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

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

iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

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

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.


- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

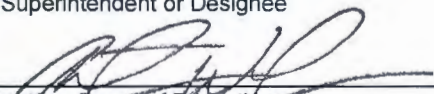
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).
- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

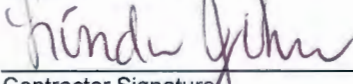


- President, Board of Education
- Superintendent or Designee



Secretary, Board of Education

CONTRACTOR



Contractor Signature

Linda Johnson Consultant

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

- 1 -

File ID Number: 14-1682
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Rv:

EXHIBIT "A" SCOPE OF WORK

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

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.
 1. Engage students in activities that promote awareness of the arts, resulting in student appreciation of the arts, career exploration, and its relationship to daily living; as well as, improved self-esteem, confidence, and pride in self.
 2. Use the integration of the arts (i.e. instrumental and/or vocal music, dance, drama, and/or spirit team) to achieve this objective.
 3. Coordinate and participate in assemblies and other related activities.
 4. Assist administrator in program coordination.

Professional Services Contract

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Consultant Will: Engage students in activities that promote awareness of the arts especially Jazz, resulting in student appreciation of the arts, career exploration, and its relationship to daily living; as well as, improved self-esteem, confidence, and pride in self.

Student Will: Demonstrate growth and/or age appropriate competency in Jazz drumming, oral language through drama and precision movement (Spirit Team); display confidence and pride in accomplishment.

As Measured By: Instructor observation, participation and completion of student work/activities, oral presentations, participation in assemblies, and performance in culminating program for parents and community visitors.

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 checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input checked="" type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

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



CERTIFICATE OF LIABILITY INSURANCE

CLL
 R054
 DATE (MM/DD/YYYY)
05-20-2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRM, ALTER, CHANGE, MODIFY, NEGATE, 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 not the insured, the policy (s) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy (s), the insured may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement.

PRODUCER KHOO & ASSOC INS BROKERS 101169 P: (866) 467-5700 F: (214) 918-1857 PO BOX 33015 SAN ANTONIO TX 78201	FAX A.C. No: 1877 905-0457 (866) 467-8730 INSURER(S) AFFORDING COVERAGE Sentinal Ins Co LTD NAIC #
INSURED LINDA JOHNSON 5440 YGNACIO AVE OAKLAND CA 94601	SUPER A SUPER B SUPER C SUPER D SUPER E SUPER F

COVERAGES REVISION NUMBER:

THIS IS TO CERTIFY THAT THE COVERAGE DESCRIBED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING THE TERMS OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES WHICH ARE SET FORTH IN THE POLICY OR POLICIES PRODUCED BY PAID CLAIMS.

INSR LTR	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFF DATE	POLICY EXPIR DATE	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE * 1,000,000
	COMMERCIAL GENERAL				DAMAGE TO RENTED PREMISES - EA OCCURRENCE * 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/>				MED EXP - Any one person * 10,000
	X General				PERSONAL & ADV INJURY * 1,000,000
	GENERAL AGGREGATE LIMIT				GENERAL AGGREGATE * 2,000,000
	POLICY PRODUCT				PRODUCTS COMP/CP ADD * 2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA accident) *
	ANY AUTO				BODILY INJURY (Per person) *
	ALLIANCES				BODILY INJURY (Per accident) *
	HIRING AUTO				PROPERTY DAMAGE (Per accident) *
	UMBRELLA				
	EXCESS LIABILITY				EACH OCCURRENCE *
	DEDUCTIBLE				AGGREGATE *
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATUS / OTHER LIMITS / OTHER
	ANY PROPRIETOR PARTIAL DISABILITY				1. EACH ACCIDENT *
	OFFICER/MEMBER EXCLUDED (Mandatory)				1. DISEASE - EA EMPLOYEE *
	EVERY SOURCE OF OPERATING				1. DISEASE - POLICY LIMIT *

DESCRIPTION OF OPERATIONS (Check the appropriate box) (Additional Remarks Schedule (if more space is required))

Those usual to the operations of a MANAGEMENT CONSULTANT CONTRACT - THE OAKLAND DISTRICT IS AN ADDITIONAL INSURED PER THE GENERAL LIABILITY COVERAGE. A SCHEDULE IS ATTACHED TO THE POLICY. 30 DAY NOTICE OF CANCELLATION APPLICABLE. (866) 467-8730

CERTIFICATE HOLDER **CANCELLATION**

THE OAKLAND DISTRICT
 ATTN: RISK MANAGER
 1025 2ND AVE
 OAKLAND CA 94601

IF ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED PRIOR TO THE EXPIRATION DATE THEREOF, NOTICE WILL BE GIVEN IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Tara Taylor



HUMAN RESOURCES SERVICES & SUPPORT

July 31, 2014

OUSD USE ONLY

Linda Johnson

RE: Authorization to proceed with consultant contract processing

Dear Linda Johnson:

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

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

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

Sincerely,

DeAndria Cockerham
Employee Information Management System, Analyst

Linda Johnson

5440 Ygnacio Ave., Oakland, Ca. 94601
Cell: 510-943-7807 : dancesisterlinda@yahoo.com

Professional Profile

Creative professional with extensive project experience from concept to development. Talents includes performing arts where she using the education as an art tool Motivated teaching professional with over 18 years experience addressing student needs and ensuring proper student development through music songs and dance....

Qualifications

- Energetic and organized
- Excellent communication skills
- Leadership abilities
- Managing classroom for diverse populations
- Motivating students
- Interactive teaching/learning
- Tailoring curriculum plans
- Excellent classroom management

- Strong verbal communication
- Conflict resolution
- Quick learner

Experience

Artist Director Performing Arts Department

April 1984 to September 2012

Imhotep Afterschool Program – Oakland, a.C

Coordinated after school tutoring hours with other teachers to help students in need of extra attention. Fostered meaningful relationships among students through student field-trip retreats and team-work community service projects. Developed and taught lessons on relevant children's books, poems, movies and themes to promote student interest.,through music song and dance in and through out the northern and southern hemisphere-the world since 1981 to date.....

Education

UCLA-COMPTON COLLEGE

COMPTON, CA., LOS ANGELES

EDUCATION

Early Childhood ed.-Sociology

Bachelors Degree Relevant coursework: Fundamentals of Communication

Treasurer of African-African specialized in traditional west african dances song and music of senegal-mali as well the diaspora all over.

IMHOTEP DANCE ENSEMBLE

IN-SCHOOL PROGRAMS

Linda Johnson is a professional teacher, choreographer, artist, spiritual counselor and much more. She is director and founder of Umoja House Alternative Education Home School, which provides a multicultural educational foundation for children of all ages. Umoja House has been in existence for over 15 years. Not only does Umoja emphasize the R's, its diverse curriculums offer Art, Spanish, computer workshop, Home Economics, and West African Dance and Drum. The dance classes occur in conjunction with the after school programs offered at East Oakland Youth Development Center.

HISTORY

Linda Johnson found a home at East Oakland Youth Development Center in 1985, which gave birth to Imhotep Dance Ensemble. Ms. Johnson and CO-founder Alassane Kane put a creative touch on youths ranging from two through twenty years of age. With the help of James E. Johnson, Ms. Johnson has directed the thirteen year old ensemble that has brought audiences to their feet with the spirit that they bring to the arts.

Presently, Imhotep offers the following dance options in its curriculum: West African Dance and Drum from Senegal, Guinea, and Mali, Hip Hop, Lindyhop and Swing from the Harlem Renaissance, dances from Trinidad, West Indies, and the Caribbean.

Dance classes are scheduled on Tuesdays and Thursdays from 4:00 p.m.-6:00 p.m. and Saturday from 10:00 a.m. - 12:00 p.m., located at East Oakland Youth Development Center.

" XALEYE NOYE JARRA DELO GUKEUL "- THE CHILDREN ARE THE REWARDS



Supply Fee: \$25
NON-REFUNDABLE
4 WEEKS
Program Dates:
June 23 – July 18, 2014
No School July 4th

O.F.A.S.S - 2014
OAKLAND FINE ARTS SUMMER
Afternoon Program

Collaboration between the City of Oakland, Parks and Recreation and Oakland Unified School District

OFASS Location – Emerson Elementary School, 4803 Lawton Avenue, Oakland, California, 94609

Oakland Fine Arts Summer School 2014 (OFASS) is a successful artistic collaboration between the Oakland Unified School District (OUSD) morning arts program, and the City of Oakland's Parks and Recreation (OPR) afternoon art studio sessions. OFASS offers arts programming for **students currently enrolled and attending Kindergarten through 5th grade as of April 2014**. OFASS is a comprehensive and cumulative program, which requires an absolute morning program attendance commitment from students and families. Students will be dropped from the afternoon program after three days of absence or frequent tardies (consecutive or non-consecutive days). A free lunch is provided at 12:45pm and an afternoon nutrition break for all attending students.

OPR OFASS afternoon program is an intensive four-week (19 day) program with strong emphasis on the visual and performing arts. This year's theme is '**IMAGINE THAT...**'. It is for beginners to advanced students that are in an exploratory mode, willing to venture out and accept challenges, be focused, disciplined, and have fun at the same time. Students will be grouped by grade level (K/1, 2/3, 3/4, 4/5) and/or experience and assigned classes that provide opportunity for exploration in several areas of the arts. Students will rotate through assigned classes, exploring various art forms and processes.

Instructors are talented bay area artists who will collectively engage your children in a memorable summer experience that will culminate in an **exhibit and a staged performance on Thursday, July 17, 2014**.

We look forward to your child's participation, as well as parent participation and support throughout the program.

Applications are processed by the number of available grade level slots.

Program Contacts

Morning: Program/Registration/Questions: Principal, Kathy Hatzke, Emerson Elementary School, (510 654 -7373) Email contact kathy.hatzke@ousd.k12.ca.us (subject line, indicate "A.M. OFASS 2014")

Afternoon: Registration information ONLY (510) 597-5027 (www.oaklandnet.com/parks/programs)
Program Information: **Karis Griffin**, Project Coordinator, culturalartsopr@gmail.com

SAM Search Results
List of records matching your search for :

Search Term : Linda* Johnson*
Record Status: Active

ENTITY JOHNSON LINDA	Status:Active
DUNS: 785438961 +4:	CAGE Code: 5Z9A1 DoDAAC:
Expiration Date: Dec 6, 2014	Has Active Exclusion?: No Delinquent Federal Debt?: No
Address: 2914 HUNTINGDON AVE City: BALTIMORE ZIP Code: 21211-2822	State/Province: MARYLAND Country: UNITED STATES
EXCLUSION Linda K. Johnson	Status:Active
DUNS:	CAGE Code:
Classification: Individual State/Province: VERMONT Country: UNITED STATES Activation Date: May 1, 2001	Address: -- City: St. Johnsbury ZIP Code: 05819 Excluding Agency: OFFICE OF PERSONNEL MANAGEMENT Termination Date: --
EXCLUSION Linda K. Johnson	Status:Active
DUNS:	CAGE Code:
Classification: Individual State/Province: VERMONT Country: UNITED STATES Activation Date: Feb 20, 2001	Address: -- City: St. Johnsbury ZIP Code: 05819 Excluding Agency: HEALTH AND HUMAN SERVICES, DEPARTMENT OF Termination Date: --
EXCLUSION Linda Lou Johnson	Status:Active
DUNS:	CAGE Code:
Classification: Individual State/Province: ARIZONA Country: UNITED STATES Activation Date: Oct 6, 1997	Address: -- City: Mesa ZIP Code: 85202 Excluding Agency: OFFICE OF PERSONNEL MANAGEMENT Termination Date: --

EXCLUSION Linda Johnson	Status:Active
DUNS:	CAGE Code:
Classification: Individual	Address: --
State/Province: FLORIDA	City: Vero Beach
Country: UNITED STATES	ZIP Code: 32966
Activation Date: Mar 5, 2001	Excluding Agency: OFFICE OF PERSONNEL MANAGEMENT
	Termination Date: --
EXCLUSION Linda Johnson	Status:Active
DUNS:	CAGE Code:
Classification: Individual	Address: --
State/Province: FLORIDA	City: Vero Beach
Country: UNITED STATES	ZIP Code: 32966
Activation Date: Dec 20, 2000	Excluding Agency: HEALTH AND HUMAN SERVICES, DEPARTMENT OF
	Termination Date: --
EXCLUSION Linda Lou Johnson	Status:Active
DUNS:	CAGE Code:
Classification: Individual	Address: --
State/Province: ARIZONA	City: Mesa
Country: UNITED STATES	ZIP Code: 85202
Activation Date: Jun 5, 1997	Excluding Agency: HEALTH AND HUMAN SERVICES, DEPARTMENT OF
	Termination Date: --
EXCLUSION Linda Johnson-Woods	Status:Active
DUNS:	CAGE Code:
Classification: Individual	Address: --
State/Province: MICHIGAN	City: Detroit
Country: UNITED STATES	ZIP Code: 48234
Activation Date: Dec 9, 2002	Excluding Agency: OFFICE OF PERSONNEL MANAGEMENT
	Termination Date: --

EXCLUSION Linda Johnson-Woods

Status:Active

DUNS:

CAGE Code:

Classification: Individual

Address: --

State/Province: MICHIGAN

City: Detroit

Country: UNITED STATES

ZIP Code: 48234

Activation Date: Sep 19, 2002

Excluding Agency: HEALTH AND HUMAN
SERVICES, DEPARTMENT OF

Termination Date: --

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)
- 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. (Ref. to Section 10 of the Contract)

OUSD Staff Contact Emails about this contract should be sent to: (required) Renee.McMearn@ousd.k12.ca.us

Contractor Information

Contractor Name	Linda Johnson	Agency's Contact	Linda Johnson				
OUSD Vendor ID #	1001911	Title	Consultant				
Street Address	5485 El Camille Avenue	City	Oakland	State	CA	Zip	94619
Telephone	(510) 943-7807	Email (required)	dancesisterlinda@yahoo.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	6/23/2014	Date work will end	7/18/2014	Other Expenses	\$
Pay Rate Per Hour (required)	\$40.00	Number of Hours (required)	112.50		

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
1110	Measure G	9981596111	5825	\$ 4,500.00
			5825	
			5825	
Requisition No. (required)	R0150218		Total Contract Amount	\$ 4,500.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

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

1.	Administrator / Manager (Originator)	Name	Julie McCalmont		Phone	(510) 273-1576
	Site / Department	922/Family, School, and Community Partnerships Dept.			Fax	(510) 273-1551
	Signature	<i>Julie McCalmont</i>			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	
	Signature (if using multiple restricted resources)				Date Approved	
3.	Regional Executive Officer					
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
	Signature	<i>Curtis Smith</i>			Date Approved	8/29/14
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations					Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000
	Signature				Date Approved	
5.	Superintendent, Board of Education Signature on the legal contract					
Legal Required if not using standard contract		Approved	Denied - Reason			Date
Procurement	Date Received	8/29/14		PO Number	P1501282	