Board Office Use: Legi	islative File Info.
File ID Number	12-0270
Introduction Date	4/25/12
Enactment Number	12-1124
Enactment Date	4-25-128



Enactment Date	Community Schools, Thriving Students
Memo	
To From	Board of Education Tony Smith, Ph.D., Superintendent By: Maria Santos, Deputy Superintendent Instruction, Leadership & Equity-in-Action Maria Superintendent, Business & Operations
Board Meeting Date (To be completed by Procurement)	4-25-12
Subject	Professional Services Contract Amendment - 1 <u>Victoria King Hayward CA</u> (Contractor, City/State) - 922/Family Schools & Community Partnerships (site/department)
Action Requested	Ratification by the Governing Board of the amendment to the professional services contract between the District and <u>Victoria King</u> .  Services to be primarily provided to <u>922/Family Schools &amp; Community Partnerships</u> for the period of <u>07/01/2011</u> through <u>06/30/2012</u> , in an amount not to exceed \$ 750.00
Background A one paragraph explanation of why an amendment is needed.	In order to fully implement the OUSD Wellness Policy and improve the health of students, staff and families, site-based leadership is needed. This consultant is already doing family engagement and coordination work at Madison Middle School and as the site wellness champion, will develop and implement school wellness activities as additional support to the school site.
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 Oakland Unified School District and Victoria King, Hayward, CA, for the latter to provide 32 hours to the Site Wellness Champion will form a site wellness council; implement a health & wellness assessment; coordinate a professional development training; conduct a school wellness event; distribute wellness materials and attend 4 trainings per year, for the period of July 1, 2011 through June 30, 2012, in the amount of \$750.00, increasing the agreement from \$56,250.00 to a not to exceed amount of \$57,000.00.
Recommendation	Ratification by the Governing Board of the amendment to the professional services contract between the District and Victoria King  Services to be primarily provided to 922/Family Schools & Community Partnerships for the period of 07/01/2011 through 06/30/2012, in an amount not to exceed \$750.00
Fiscal Impact	Funding resource name (please spell out) 9017/Bechtel Student not to exceed \$750.00
Attachments	Contract Amendment     Copy of original contract

Board Office Use: Leg	islative File Info.
File ID Number	12-0270
Introduction Date	4/25/12
<b>Enactment Number</b>	1F/124
Enactment Date	4-25-1282



Community Schools, Thriving Students

# AMENDMENT NO. \_\_\_\_\_1 TO PROFESSIONAL SERVICES CONTRACT

aı	nd	This A Victoria King		R). OUSD entered	into an Agreeme	District (OUSD) ent with CONTRACTOR for services on end that Agreement as follows:
	expected fi	pe of work has nal results, such a d scope of work a	as services, materials, produtached. <b>OR</b> , The CONTRA	escription of revised acts, and/or reports; ACTOR agrees to pr	scope of work attach additional ovide the following	ng amended services:
prog in sc scho	rams at Mac	dison Middle Scho champion will pro site wellness cha	ool will be assessed to identivide resources so that an ed	fy gaps and barriers quitable distribution	to learning, so t can take place a	chool wellness policies, practices and hat students can participate more fully nd encourage more children to attend n, medical, health education and youth
2.	Terms (du	uration):	term of the contract is unch	nanged.	The term of the	contract has <u>changed</u> .
			ged: The contract term is iration date is 06/30		additional	(days/weeks/months),
3.	Compens	sation: 🗆 The	contract price is unchanged	d.	The contract pr	ice has <u>changed</u> .
	If the	compensation	has changed: The cont	ract price is amen	ded by	
		■ Increase	of \$ 750.00	to original contra	act amount	
			of \$			
	and th		total is FIFTY SEVEN TH	_		dollars (\$ 57 000 00
	No.	pere are no previo		ription of Reason for		Amount of Increase (Decrease)
						\$
						\$
						\$
	President Superinte	This Agreemen by the State Adm UNIFIED SCHOOL Designe Board of Educat Indent or Designe	DISTRICT  on  Date	CONTR	ACTOR tor Signature	until it is approved. Approval require rintendent as their designee.
	antillide dy		4/26/12	-		
	dgar-Rake	cation	P.O. No.	P1201165		

#### **EXHIBIT "A" Scope of Work**

#### DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Ratification by the Board of Education of Amendment No. 1 of the Professional Services Contract between Oakland Unified School District and Victoria King, Hayward, CA, for the latter to provide 32 hours to the Site Wellness Champion will form a site wellness council; implement a health & wellness assessment; coordinate a professional development training; conduct a school wellness event; distribute wellness materials and attend 4 trainings per year, for the period of July 1, 2011 through June 30, 2012, in the amount of \$750.00, increasing the agreement from \$56,250.00 to a not to exceed amount of \$57,000.00.

SCOPE OF WORK

		<u>000</u>	L OI WORK	
Vi	ictoria King	will provide a ma	aximum of 32.00 hou	urs of services at a rate of \$23.44 per hour for a
tot	al not to exceed \$750.00	Services are anticipated to	begin on 07/01/2011	and end on 06/30/2012
1.		ces to be Provided: Provid		service(s) the contractor will provide. Be specific
	eating, fitness, staff health lead for implementing the practices. <i>Champions</i> from	and other health-related messa District's School Wellness Pol n participating schools through ttee to inform and participate in	ges/activities to student icy and overall resource out OUSD will also coll	tampion is committed to promoting healthy ts, staff and families. The <i>Champion</i> is the site around school wellness programs and lectively form the <i>Site Wellness Champion</i> llness Council. Ms. King will provide services
2.	result of the service(s): 1 children are attending schomany more Oakland child	) How many more Oakland of ool 95% or more? 3) How many ren have access to, and use,	nildren are graduating more students have m the health services the	of this Contract? Be specific. For example, as a from high school? 2) How many more Oakland neaningful internships and/or paying jobs? 4) How y need? Provide details of program participation THE GOALS OF THE SITE OR DEPARTMENT.
	learning, so that students of distribution can take place	an participate more fully in scho	ool 2) The champion will attend school. 3) The	Il be assessed to identify gaps and barriers to I provide resources so that an equitable site wellness champion will help to increase opment services.
3.	Alignment with Distr	rict Strategic Plan: Indica	te the goals and visions	supported by the services of this contract:
	Ensure a high quality in	nstructional core		students for success in college and careers
		nal and physical health	_	althy and supportive schools
	Create equitable oppor			able for quality
	High quality and effecti	ve instruction	✓ Full serv	vice community district

Rev. 6/22/11 v3 Page 5 of 6

# 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.

Rev. 6/22/11 v3 Page 6 of 6



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/15/2011

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 Khoe & Associates				NAME:	T Pete For	ng	. ,		
328 15th St				PHONE (A/C, No.	Ext): 510465	53993		): 5105	5809470
Oakland CA 94612				E-MAIL ADDRES	s: petefong	@covad.ne	et		
California O/ (0+012					INS	URER(S) AFFOR	DING COVERAGE		NAIC #
				INSURE	RA: The Ha	rtford			
INSURED Victoria King				INSURE	RB:				
400 Capistrano Drive Oakland CA 94603			INSURE	RC:					
			INSURE	RD:					
Carlana CA 54005				INSURE	RE:				
				INSURE	RF:				
COVERAGES CER	TIFIC	ATE	NUMBER:				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERT. POLIC	AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF ANY	CONTRACT THE POLICIE EDUCED BY	OR OTHER IS S DESCRIBED PAID CLAIMS.	OCUMENT WITH RESP	ECT TO	WHICH THIS
INSR LTR TYPE OF INSURANCE	INSR	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIN	IITS	
GENERAL LIABILITY							EACH OCCURRENCE	\$	1,000,000
X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
CLAIMS-MADE X OCCUR				-			MED EXP (Any one person)	\$	10,000
A SECTION OF SECTION	Y		57SBMBA8437	7 08/15/2011	08/15/2012	PERSONAL & ADV INJURY	\$	1,000,000	
							GENERAL AGGREGATE	\$	2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGO	\$ \$	2,000,000
POLICY PRO- JECT LOC							Fire Damage	\$	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
ANY AUTO							BODILY INJURY (Per person)	\$	
ALL OWNED SCHEDULED AUTOS NON-OWNED							BODILY INJURY (Per accider	t) \$	
HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
								\$	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
DED RETENTION\$							*	\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATU- TORY LIMITS EF	1-	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
(Mandatory in NH)							E.L. DISEASE - EA EMPLOY	EE \$	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMI	Т \$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC									
The Oakland Unified School	Dist	rict	is named Addition	nal In	sured wit	th respec	t to Contract for		
Services(Management Const	ultar	nt)							
, ,		,							

CERTIFICATE HOLDER

CANCELLATION

The Oakland Unified School District 1025 2nd Avenue Oakland CA 94606 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

PA



# 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 includir ■Amended Scope of work (be specific ■Copy of original contract	ng Board Memo and Amendment Form c as to what is changing)	
OUSD Staff Contact	t Emails about this contract should be sent to:	shoila clark@ousd k12 on us	

Contractor Information							
Contractor Name	Victoria King	Agency	's Contact	Victoria King			
OUSD Vendor ID#	1005426	Title		Consultant			
Street Address	PO Box 3802	City	Hayward	State	CA	Zip	94540
Telephone	(510) 750-4678	Email	elev8madi	son@gmail.com			

Co	mpensation and Ter	ms – Must be within	the OUSD Billi	ing Guidelines	
Original Contract Amount	\$ 56,250.00	Original PO	Number	P12	201165
Amended Amount	\$750.00	New Requis	ition #	R02	202592
New Total Contract Amount	\$57,000.00	Start Date	07/01/2011	End Date	06/30/2012

if you ar	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		
9017	Bechtel Student	9221219101	5825	\$750.00		
			5825	\$		
			5825	\$		

Site Adm	inistrator or Manager	Name Michelle Oppen	Phone	5106393334	Fax 6394807
. Site / Dep	artment	922/Family Schools & Comr	nunity Partnerships		1
Signature	Millelle Cos	lh	Date App	roved 12 3	
Resource	Manager, if using funds ma	anaged by: □State and Federal □Q	uality, Community, School Dev	velopment Complemen	tary Learning / After School Program
Signature Signature			Date App	roved	
			Date App	roved	
Regional	or Executive Officer	1			
Signature	Centus	dauk	Date App	roved 1/5	12012
Deputy-8	uperintendent Instructiona	Leadership / Deputy Superint	endent Business Opera	ations Consulta	int Aggregate Under \$50,000
Signature	Maria	Santer	Date Appl	roved 4-4.	-12
Superinte	endent or Board of Educati	on Signature on the legal contra	ct		
egal Required	I if not using standard contra	ct Approved	Denied - I	Reason	Date
Procurement	Date Received		PO Numb		



Board Office Use: Le	gislative File Info.
File ID Number	11-2348
Introduction Date	3/28/12
<b>Enactment Number</b>	12-0942
Enactment Date	3-29-1282



Community Schools, Thriving Students

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To

From

The Board of Education

Tony Smith, Ph.D., Superintendent

By Maria Santos, Deputy Superintendent, Instruction, Leadership &

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

<b>Board Meeting Date</b>	9
(To be completed b	y
Procurement)	

9-28-11

Subject

Professional Services Contract -

Victoria J. King Hayward CA (contractor, City State)
922/Family, Schools, Community Partnerships Office (site/department)

**Action Requested** 

Ratification of a professional services contract between Oakland Unified School District and Victoria J. King . Services to be primarily provided to 922/Family, Schools, Community Partnerships for the period of 07/01/2011 through 06/30/2012 .

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

Oakland ISSI Family Advocates will be embedded at the sites and selected in collaboration with site principal(s) and cross agency partners. These advocates will be exclusively dedicated to the development and implementation of the site-based ISSI services for families. The Family Advocates will work corroboratively with the Project Coordinator as well as the SBHC Manager and the After School Site Supervisor.

Discussion
One paragraph
summary of the
scope of work.

Ratification by the Board of Education of Professional Services Contract between the Oakland Unified School District and Victoria King, Hayward, CA, for the latter to provide 1278 hours to site based development of family resource centers incorporating a broad range of family support services including but not limited to parent education, tax preparation clinics, legal services, case management, mental health, child care and translation services for the period of July 1, 2011 through June 30, 2012, in an amount not to exceed \$56,250.00.

Recommendation

Ratification of professional services contract between Oakland Unified School District and Victoria J. King . Services to be primarily provided to 922/Family, Schools, Community Partnerships for the period of 07/01/2011 through 06/30/2012 .

Fiscal Impact

Funding resource name (please spell out) Atlantic
Philanthropies not to exceed \$ 56,250,00

**Attachments** 

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

File ID Number	11-2348
Introduction Date	3/28/12
Enactment Number	12-0942



	PROFESSIONAL SERVICES CONTRACT 2011-2012							
Thi	s Agreement is entered into between the Oakland Unified School District (OUSD) and Victoria J. King							
(C)	ONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in ancial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The ties agree as follows:							
1.	Services: The CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.							
2.	Terms: CONTRACTOR shall commence work on <a href="https://doi.or/10.12011">07/01/2011</a> , 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							
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed FIFTY SIX THOUSAND TWO HUNDRED AND FIFTY Dollars (\$ 56,250.00 ). 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: N/A							
	Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.							
	The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.							
4.	Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:							
	Individual consultants:							
	■ Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.							
	Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.							
	Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.							
	2. Agencies or organizations:							
	☐ Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.							
5.	Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: N/A which shall not exceed a total cost of \$ 0.00							
6.	CONTRACTOR Qualifications / Performance of Services.							
	CONTRACTOR Qualifications. CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and, for regulations, as they may apply.							

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

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.

#### **Professional Services Contract OUSD Representative:** CONTRACTOR: Name: Victoria J. King Name: Andrea Bustamante Title: Consultant 922 / Complementary Learning Site /Dept.: Address: 620 Artisan Place Address: 495 Jones Avenue CA 94541 Hayward Oakland, CA 94603 Phone: (510) 639-3336 Phone: (510) 750-4678

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

#### 8. Invoicing

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

- Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
- 2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
  - Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and
    volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person,
    and at statement that subsequent arrest records have been requested for each person listed.
  - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.
- Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

#### 10. Insurance:

- 1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
  - 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

- CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

- 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.



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

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

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

#### Anticipated start date: 07/01/2011 Work shall be completed by: 06/30/2012 Total Fee: \$ 56,250.00 OAKLAND UNIFIED SCHOOL DISTRICT CONTRACTOR President, Board of Education Date Contractor Signature Date Superintendent or Designee Victoria J. King Consultant Secretary, Board of Education Date Print Name, Title Certified: File ID Number: 12-Introduction Date: 3-28 Edgar Rakestraw, Jr., Secretary Enactment Number: 12-09 Board of Education Enactment Date:

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Summary of terms and compensation:

#### **EXHIBIT "A" Scope of Work**

#### DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Ratification by the Board of Education of Professional Services Contract between the Oakland Unified School District and Victoria J. King, Hayward, CA for the latter to provide 1278 hours to site based development of family resource centers incorporating a broad range of family support services including but not limited to parent education, tax preparation clinics, legal services, case management, mental health, child care and translation services for the period of July 1, 2011 through June 30, 2012 in the amount of not exceed \$56,250.00.

		SCOP	E OF WORK		
Vi	/ictoria J. King	will provide a ma	ximum of 1,278.41 hou	rs of services at a rate of \$44.00	_ per hour for a
tot	otal not to exceed \$56,250.00	ervices are anticipated to	begin on 07/01/2011	and end on 06/30/2012	
1.	<ul> <li>Description of Services to about what service(s) OUSD is put</li> </ul>			service(s) the contractor will provid	e. Be specific
	Project Coordinators, cross-agency program goals that include but are not a Coordinate monthly family e Coordinate and staff the Ele	eartners, and school staff. Fa tt limited to: ngagement workshops; v8 Family Resource centers. Eligibility enrollment sessions tes in partnership with the Al s/individual sessions with the Elev8 Families during Tax S Classes or Workshops to su f parents as leaders, learner	mily Advocates will work a , including: 3; ameda County Food Bank a East Bay Community La Season; Complete tax prep pport adult learning; 18, advocates, and teacher	w Center;	oport Elev8
2.	children are attending school 959 many more Oakland children has	many more Oakland ch 6 or more? 3) How many we access to, and use, the	ildren are graduating more students have m he health services they	of this Contract? Be specific. For from high school? 2) How many teaningful internships and/or paying need? Provide details of progra THE GOALS OF THE SITE OR Di	more Oakland ag jobs? 4) How am participation
	support services such child care, and translated families as identified	n as parent education, ation services. Contrac by the site's Coordinati	tax preparation clinic ctor will provide case ion of Services Team	centers and the coordination of s, legal services, physical and a management services to a min a. Contractor will organize family the school in collaboration with a	mental health, imum of 50 y advocacy
	<ul> <li>Actively participate in month</li> </ul>	y partners meetings and ide	entify opportunities to integ	rate family engagement into Elev8 Acti	vities.
3.	. Alignment with District St (Check all that apply.)	rategic Plan: Indicat	e the goals and visions	supported by the services of this o	contract:
	Ensure a high quality instructi			students for success in college an	d careers
	Develop social, emotional and		Section 2	althy and supportive schools	
	Create equitable opportunities			able for quality	
	High quality and effective inst	ruction	Full serv	ice community district	

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4.		ignment with Single Plan for Student Achievement (required if using State or Federal Funds) pase 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 Manageither electronically via email of scanned documents, fax or drop off.									
date, school site name, both principal and school site council chair initials and 2. Meeting announcement for meeting in which the SPSA modification was appro	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.									
	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 (MM/DD/YYYY) 08/15/2011

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(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

_	ertificate holder in lieu of such endors				NAME: Pete Fong								
328 15th St					PHONE (A/C, No, Ext): 5104653993 FAX (A/C, No): 5105809470								
Oakland CA 94612						E-MAIL ADDRESS; petefong@covad.net							
						INSURER(S) AFFORDING COVERAGE							
						INSURER A: The Hartford							
INS	Victoria King		INSURE										
	400 Capistrano Driv	A			INSURE								
	Oakland CA 94603	0			INSURER D:								
	Oaklailu CA 94003				INSURER E :								
					INSURE	RF:							
CC	OVERAGES CER	TIFICA	TE NUMB	ER:				REVISION NUMBER:					
C	HIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY RE EERTIFICATE MAY BE ISSUED OR MAY I EXCLUSIONS AND CONDITIONS OF SUCH	QUIRE PERTA POLICI	MENT, TERI IN, THE INS ES. LIMITS S	M OR CONDITION URANCE AFFORD	OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER IS S DESCRIBED PAID CLAIMS	DOCUMENT WITH RESPE THEREIN IS SUBJECT TO	CT TO	WHICH THIS			
NSR	TYPE OF INSURANCE	ADDL S	UBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs				
	GENERAL LIABILITY							EACH OCCURRENCE	\$	1,000,000			
	X COMMERCIAL GENERAL LIABILITY		İ					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000			
^	CLAIMS-MADE X OCCUR							MED EXP (Any one person)	\$	10,000			
A		Y	57SI	<b>BMBA8437</b>	•	08/15/2011	08/15/2012	PERSONAL & ADV INJURY	s	1,000,000			
				01 0211127 10 101				GENERAL AGGREGATE	\$	2,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	2,000,000			
	POLICY PRO- JECT LOC							Fire Damage	\$				
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$				
	ANY AUTO							BODILY INJURY (Per person)	\$				
	ALL OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$				
	HIRED AUTOS NON-OWNED AUTOS					1		PROPERTY DAMAGE (Per accident)	\$				
									\$				
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$				
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$				
	DED RETENTION\$								\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATU- TORY LIMITS ER					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$				
	(Mandatory In NH)							E.L. DISEASE - EA EMPLOYEE	\$				
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$				
Th	cription of operations / Locations / Vehicle  ne Oakland Unified School I  ervices(Management Consu	Distri	ct is nar					t to Contract for					
10	day Notice of Cancellation	for I	Non-Pay	ment of Pre	emiun	n.							
CE	RTIFICATE HOLDER				CANC	ELLATION							
The Oakland Unified School District 1025 2nd Avenue						EXPIRATION	DATE THE	ESCRIBED POLICIES BE C EREOF, NOTICE WILL I Y PROVISIONS.					
	Oakland CA 94606				AUTHORIZED REPRESENTATIVE								



## PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

	Basic Directions Additional directions and related documents are in the School Operations Library (http://intranet.ousd.k12.ca.us)													
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.														
	Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.													
	<ol> <li>Ensure contractor has <u>OUSD Vendor Number</u> and meets the <u>consultant requirements</u> (including insurance and background check)</li> <li>Contractor and OUSD contract originator complete the contract packet together and attach required attachments.</li> </ol>													
	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.													
Atta	Attachment For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year													
0.000	Checklist For individual consultants: Proof of negative tuberculosis status within past 4 years													
	<ul> <li>For All Consultants: Statement of qualifications (organization); or resume (individual consultant)</li> <li>For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured</li> </ul>													
											as an Ac	ditiona	i Insured	1
OUS	OUSD Staff Contact Emails about this contract should be sent to:  sheila.clark@ousd.k12.ca.us													
O THE PROPERTY OF THE PROPERTY														
		1			Contract									
	tractor Name		J. King	<u></u>		_	icy's Con	tact		a J. Ki	ng			
	D Vendor ID					Title	Tu		Consu	iltant	Ctoto	0.4	7in	04544
-	et Address		tisan Pla			City			.60	!!	State	CA	Zip	94541
	phone	1	50-4678		ICD contractor C	Emai			nft@gn				-2 🗆 🗸	es No
Con	tractor History	Prev	lously b	een an OU	ISD contractor?	J Yes [	■ No	V	vorked	as an	OUSD e	mploye	e/ L Y	es No
		Co	mpens	sation and	d Terms - Must	be w	ithin the	OUS	D Billi	ng Gu	ideline	S		
Antic	cipated start d	ate	07/01/2	2011	Date work will e	end	06/30/20	12	Other	Expen	ses			
Pay	Rate Per Hou	(required)	\$44.0	0	Number of Hou	Irs .	1,278.41	T	otal Co	ntract	Amoun	t	\$ 56,250	0.00
					Budget	Infor	mation							
	If you are	planning to r	nulti-fund	a contract i	using LEP funds, ple			tate and	d Federa	al Office	before co	ompletir	ig requisi	tion.
R	lesource #	Resource				rg Key					Object Co			mount
	9196	Atlant	ic		9221	21520	2		5825				\$ 56,250.00	
		Philanthr	opies								5825		\$	
											5825		\$	
R	equisition N	lo. R02	200121				Total (	Contra	ct Amo	ount			\$ 56,250	0.00
				Appre	oval and Routing	(in or	der of ap	proval	steps	)				
					approved and a Pu	rchase	Order is is	sued.	Signing	this doc	ument aff	irms tha	it to your	knowledge
servi	ces were not pro								T 51		(540) 00	20.000		
4	Administrator				7 17 10 10 10 10 10 10 10 10 10 10 10 10 10			· · ·	Phor	ne ·	(510) 63			
1.	Site / Depa				ools, Community		rsnips Of		Fax		(510) 639-4807			
	Signature	unk			poworle				te Appro					
					: State and Federal [							ry Leami	ng / After So	chool Programs
2.	☐Scope of wo	ork indicates	complian	t use of rest	ricted resource and	is in alig	anment wil				5A)			
	Signature								te Appro		-			
	Signature (if us	ing multiple rest	ricted resou	urces)				Dat	te Appro	ved	1			- 110-10
	Regional Exe													
3.					with needs of depar scribed in the scope			ite						
	Signature							Dat	e Appro	ved				
4	Deputy Super	intendent in	structio	nal Leaders	hip / Deputy Super	intende	ent Busin	ess Op	erations	3	☐ Consu	iltant Ag	gregate (	Jnder \$50,000
4.	Signature	Marie	-	nan	Ken			Dat	e Appro	ved	8	-26-	11	
5.	Superintende	nt, Board of	Educati		re on the legal contro	act								
Lega	Required If no	t using stand	lard conti	ract A	pproved		Denied	- Reaso	n			De	ite	
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