

Board Office Use: Legislative File Info.	
File ID Number	15-1082
Introduction Date	6-10-15
Enactment Number	15-0929
Enactment Date	6/10/15



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by
Procurement) 6/10/15

Subject Professional Services Contract Amendment No. 1 -
Baayan Bakari -
African American Male Achievement Office (site/department)

Action Requested Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and Baayan Bakari. Services to be primarily provided to African American Male Achievement Office for the period of 11/1/2014 through June 30, 2015.

Background
A one paragraph explanation of why an amendment is needed.
Contractor is creating two additional curriculum models: US History and Modern World History to be taught in middle school and high school for next school year.

Discussion
One paragraph summary of the amended scope of work.
Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between Baayan Bakari, Oakland, CA, for the latter to provide create and develop two additional curriculum models for U.S. History and Modern World History to be taught in middle school and high school for the 2015-2016 school year for the period November 1, 2014 through June 30, 2015, in the amount of \$14,000.00, increasing the contract from \$50,000.00 to an amount not to exceed \$64,000.00. All other terms and conditions of the contract remain in full force and effect.

Recommendation Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and Baayan Bakari. Services to be primarily provided to African American Male Achievement Office for the period of 11/1/2014 through June 30, 2015.

Fiscal Impact Funding resource name (please spell out) 0000/Kaiser African American Male Achievement not to exceed \$14,000.00

Attachments

- Contract Amendment
- Copy of original contract and any prior amendments

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools. Thriving Students

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and

Baayan Bakari

(CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 11/1/2014,
and the parties agree to amend that Agreement as follows:

1.	Services:	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> The scope of work has <u>changed</u> .
<p>If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p><input type="checkbox"/> Revised scope of work attached. OR <input checked="" type="checkbox"/> The CONTRACTOR agrees to provide the following amended services:</p> <p>Consultant will provide additional services to support the original scope of work. The funding source has changed to complete the project.</p>			
2.	Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If the term has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is <u>June 30, 2015</u>.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation has changed: The contract price is amended by</p> <p><input checked="" type="checkbox"/> Increase of \$ <u>14,000</u> to original contract amount</p> <p><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is <u>Sixty Four Thousand</u> dollars (<u>\$64,000.00</u>)</p>			

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

5. **Amendment History:**

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent
- Chief or Deputy Chief

[Signature]

Secretary, Board of Education

6/12/15
Date

6/12/15
Date

CONTRACTOR

[Signature]
Contractor Signature

Baayan Bakari
Print Name, Title

5/6/15
Date

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. Provide a comprehensive Professional Development year long curriculum for manhood development. Consistently modify curriculum as feedback is given and new subject areas that are necessary to engage, encourage and empower are discovered.
 2. Train all AAMA MDP facilitators, Parent Engagement Coordinators and select teachers on how to use the curriculum in the classroom and evaluate and assist with classroom management.

As a part of this Agreement, the Consultant will engage in the following services:

- a. Participating in meetings with AAMA leadership and staff as often as needed.
- b. Lead AAMA Professional Learning Communities to include Parent Leaders and OUSD Teacher Leaders.
- c. Conduct on going training sessions.
- d. Observe the facilitators at least twice a week.
- e. Support AAMA leadership in preparing the curriculum to be illustrated to outside parties.
- h. Comprehensive planning.
- i. 1) Weekly classroom observations of all MDP/Rev Lit classes
 - 2) Two (2) monthly Professional Development Meetings:
 - PD for AAMA Facilitators
 - PD and Framework for Engage, Encourage, Empower African American boys
 - 3) Due by August 25, 2014: Curriculum Tools- Unit 1-3!

AAMA Curriculum Consultant Contract!

- A) Power Point!
- B) Reader!
- C) Workbook/Assessment

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.

Identity is a key point of intervention for African American boys and young men, and Mastering Our Identity: African American Male Image focuses on creating opportunities that allow 100% of students to make conscious, positive identity choices, thus better supporting academic trajectories, school engagement, and college and industry preparation for success after high school. 100% of students learn employment and management skills, such as positive guidance, African American family growth and development, professional behavior and standards, and laws and regulations related to the Education field.

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input checked="" type="checkbox"/> Accountable for quality |
| <input checked="" 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.
- 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.
 - Meeting announcement for meeting in which the CSSSP modification was approved.
 - Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 - Sign-in sheet for meeting in which the CSSSP modification was approved.



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools,
Thriving Students

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Details

Reports

File #:	14-2093	Version:1	Name:	Professional Services Contract - Baayan Bakari - African American Male Achievement
Type:	Agreement or Contract		Status:	Passed
File created:	10/22/2014		In control:	Academics
On agenda:	12/10/2014		Final action:	12/10/2014
Enactment date:	12/10/2014		Enactment #:	14-2012

Ratification by the Board of Education of a Professional Services Contract between the District and Baayan Bakari, Berkeley, CA, for the latter to provide a comprehensive yearlong curriculum for Manhood Development; consistently modify curriculum as feedback is given and new subject areas that are necessary to engage, encouragement and empowerment are discovered; train all African American Male Achievement MDP facilitators, Parent Engagement Coordinators, and select teachers on how to use the curriculum in the classroom and evaluate, and assist with classroom management, and to provide other services as described in the Scope of Work, incorporated herein by reference as though fully set forth, in the African-American Manhood Department, for the period of November 1, 2014 through June 30, 2015, in an amount not to exceed \$50,000.00.

Title:

Attachments:

1. [14-2093 Professional Services Contract - Baayan Bakari - African American Male Achievement](#)

Contact:

Christopher.chatmon@ousd.k12.ca.us

History (1)

Text

1 record [Group](#) [Export](#)

Date	Ver.	Action By	Action	Result	Action Details	Meeting Details	Video
12/10/2014	1	Board of Education	Adopted on the General Consent Report	Pass	Action details	Meeting details	Not available

AMENDMENT ROUTING FORM 2014-2015

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1



Directions

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

- Contractor and OUSD contract originator reach agreement on modification to original scope of work and compensation.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work must change. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

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

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

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

Contractor Information

Contractor Name	Baayan Bakari	Agency's Contact	Baayan Bakari				
OUSD Vendor ID #	I004092	Title	Contractor				
Street Address	182 Bayside Court	City	Oakland	State	CA	Zip	94606
Telephone	510-387-2142	Email (required)	baayanb@gmail.com				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$50,000.00	Original PO #	P1503236	New Requisition #	R0154628
Amended Amount	\$14,000.00	Start Date	11/1/2014	End Date	June 30, 2015
New Total Contract Amount	\$64,000.00	Pay Rate Per Hour	41.66	# of Hours	37.5

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
0000	VRP PD	9291540102	5825	14000.00
			5825	
			5825	

Approval and Routing (in order of approval steps)

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

1.	Administrator / Manager (Originator)	Name	Christopher P. Chatmon	Phone	510-287-8313	
	Site/Department (Name & #)	African American Male Achievement Office			Fax	510-874-3622
	Signature				Date Approved	5/5/2015
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Community Schools and Student Services					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)					
	Signature				Date Approved	
3.	Network Superintendent/Deputy Network Superintendent					
	Signature				Date Approved	
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input checked="" type="checkbox"/> Under <input type="checkbox"/> Over \$84,100					
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
Signature				Date Approved		
5.	Superintendent, Board of Education Signature on the legal contract					
Legal Required if not using standard contract		Approved		Denied - Reason		
Procurement	Date Received			PO Number	P1503236	

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File ID Number	14-2093
Introduction Date	12-10-14
Enactment Number	14-2012
Enactment Date	12/10/14 <i>aw</i>



Memo

To Board of Education
 From Antwan Wilson, Superintendent

Board Meeting Date
 (To be completed by Procurement) 12/10/14

Subject Professional Services Contract - Baayan Bakari
 - AAMA (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and Baayan Bakari. Services to be primarily provided to AAMA for the period of November 1, 2014 through June 30, 2015.

Background
A one paragraph explanation of why the consultant's services are needed. Services are needed to design A-elective requirement curriculum for Manhood Development Program courses, provide Professional Development for Manhood Development Program Lead Instructors.

Discussion
One paragraph summary of the scope of work.

1. Provide a comprehensive Professional Development year long curriculum for manhood development. Consistently modify curriculum as feedback is given and new subject areas that are necessary to engage, encourage and empower are discovered.
2. Train all AAMA MDP facilitators, Parent Engagement Coordinators and select teachers on how to use the curriculum in the classroom and evaluate and assist with classroom management.

Recommendation Ratification of professional services contract between Oakland Unified School District and Baayan Bakari. Services to be primarily provided to AAMA for the period of November 1, 2014 through June 30, 2015.

Fiscal Impact Funding resource name (please spell out) Professional Services Contract not to exceed 50,000

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

Board Office Use: Legislative File Info.	
File ID Number	14-2093
Introduction Date	12-10-14
Enactment Number	14-2092
Enactment Date	12/10/14 OK



OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Baayan Bakari (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 November 1, 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 June 30, 2015.

- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Fifty Thousand Dollars Dollars (50,000) [per fiscal year], at an hourly billing rate not to exceed 41.66 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 N/A.

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: Christopher Chatmon
Site /Dept.: AAMA
Address: 746 Grand Ave, Portable 5
Oakland, CA 94610
Phone: 5102878313
Email: christopher.chatmon@ousd.k12.ca.us

CONTRACTOR:

Name: Baayan Bakari
Title: Contractor
Address: 2342 Shattuck Ave #355
Berkeley CA 94704
Phone: 5103872142
Email: baayanb@gmail.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

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.

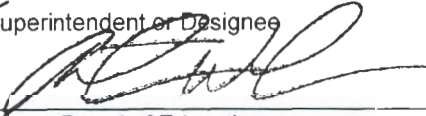
31. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT



President, Board of Education

Superintendent or Designee



Secretary, Board of Education

CONTRACTOR



Contractor Signature

Baayan Bakari

Contractor

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY


File ID Number: 14-2093
Introduction Date: 12/10/14
Enactment Number: 14-2012
Enactment Date: 12/10/14
By: 

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. Provide a comprehensive Professional Development year long curriculum for manhood development. Consistently modify curriculum as feedback is given and new subject areas that are necessary to engage, encourage and empower are discovered.

2. Train all AAMA MDP facilitators, Parent Engagement Coordinators and select teachers on how to use the curriculum in the classroom and evaluate and assist with classroom management.

As a part of this Agreement, the Consultant will engage in the following services:

a. Participating in meetings with AAMA leadership and staff as often as needed.

b. Lead AAMA Professional Learning Communities to include Parent Leaders and OUSD Teacher Leaders.

c. Conduct on going training sessions.

d. Observe the facilitators at least twice a week.

e. Support AAMA leadership in preparing the curriculum to be illustrated to outside parties.

h. Comprehensive planning

i. 1) Weekly classroom observations of all MDP/Rev Lit classes

2) Two (2) monthly PDs:

PD for AAMA Facilitators

PD and Framework for Engage, Encourage, Empower African American boys 3) Due by August 25, 2014: Curriculum Tools- Unit 1-3

~~2014~~ AAMA Curriculum Consultant Contract

A) Power Point

B) Reader

C) Workbook/Assessment

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.

Identity is a key point of intervention for African American boys and young men, and Mastering Our Identity: African American Male Image focuses on creating opportunities that allow 100% of students to make conscious, positive identity choices, thus better supporting academic trajectories, school engagement, and college and industry preparation for success after high school. 100% of students learn employment and management skills, such as positive guidance, African American family growth and development, professional behavior and standards, and laws and regulations related to the Education field.

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 type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input checked="" 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.

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	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/)
	<input type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact *Emails about this contract should be sent to. (required)* christopher.chatmon@ousd.k12.ca.us

Contractor Information

Contractor Name	Baayan Bakari	Agency's Contact	Baayan Bakari
OUSD Vendor ID #	1004092	Title	Contractor
Street Address	2342 Shattuck Ave #355	City	Berkeley
Telephone	5103872142	State	CA
		Zip	94704
		Email (required)	baayanb@gmail.com
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	November 1, 2014	Date work will end	June 30, 2015	Other Expenses	N/A
Pay Rate Per Hour (required)	41.66	Number of Hours (required)	37.5		

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
0000	VRP Professional Development	9221361201	5825	50,000
			5825	
			5825	
Requisition No. (required)	R0150972		Total Contract Amount	50,000

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	Christopher Chatmon	Phone	5102878313
	Site / Department	AAMA		Fax	5108743622
	Signature		Date Approved	9/24/2014	
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature		Date Approved		
3.	Regional Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature		Date Approved	9/24/14	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations			Consultant Aggregate Under <input type="checkbox"/> Over <input type="checkbox"/> \$50,000	
	Signature		Date Approved	10/23/14	
5.	Superintendent, Board of Education <i>Signature on the legal contract</i>				
Legal	Required if not using standard contract	Approved	Denied - Reason	Date	
Procurement	Date Received		PO Number	P1503236	

NOTE: You may experience limited service interruption this afternoon, September 25th, while we perform some required maintenance on SAM. We apologize for any inconvenience.

Search Results

Current Search Terms: baayan* bakari*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To [print your complete search results](#), you can download the PDF and print it.

No records found for current search.

Glossary

Search

Results

Entity

Exclusion

Search

Filters

By Record
Status

By
Functional
Area - Entity
Management

By
Functional
Area -
Performance
Information

SAM | System for Award Management 1.0

IBM v1.P.15.20140903-1717



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Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

SAM Search Results
List of records matching your search for :

Search Term : Baayan* Bakari*
Record Status: Active


No Search Results

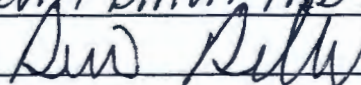
Consultant Fingerprint/Criminal Background Check Waiver Request

Directions

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

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

[TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.]	
<p>CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))</p>	
OUSD Representative's Name	Christopher Chatmon
	Title Executive Director
OUSD Representative's Signature	
	Date 10/7/2014

Approval Cabinet Level approval required (Deputy Superintendent/Superintendent)	
Approver Name	Devin Dillon PhD
	Title Chief Academic Officer
Approver Signature	
	Date
Reason for Approval:	

BAAYAN BAKARI

2342 Shattuck Ave. #355

Berkeley, CA 94704

510.387.2142

baayanb@gmail.com

www.baayanbakari.com

RELATED WORK HISTORY

2010 - Present

Conner Legacy, LLC

Chief Executive Officer

Led a team of engineers and staff to create a sports social network, HecklerSports.com. Raised \$1.3 million in capital, oversaw numerous designs and iterations of the platform and initiated exclusive deals with national sports figures and organizations. Assembled a high profile Advisory Board and managed the creation and execution of the brand. The company is currently valued at over \$14 million.

2008 - 2010

The Mentoring Center

National Director of Mentor Training

Executive Team Member. Designed and ran national training sessions for mentors and trainers around the country on how to engage highly at risk young people, with an emphasis on African-American boys, in personal growth and social change. Managed budgets and interfaced with city officials, school administrators and funders at the city, state and national levels.

2006 - 2008

The Mentoring Center

Director of Programs

Responsible for oversight and management of seven distinct in school and after school programs, several specifically for African-American and Latino males, with a budget of over \$1.5 million. Negotiated contracts and interfaced with city officials and others in regards to programs. Problem solved issues concerning all 14 staff members, ran weekly staff meetings.

2002 - 2006

The Mentoring Center

Case Manager/Facilitation and Curriculum Development

Researched, developed and built on the latest in mentoring practices to support cognitive behavioral transformation, delivered curriculum to over 100 youth on a weekly basis. Integrated African American history into curriculum for youth using the latest in digital technology to enhance the curriculum. Ran transformative mentoring groups specifically for black boys in the California Youth Authority and the Oakland and Berkeley Unified School Districts.

2001 -2003

Our Children's Keeper Child & Family Services/Foster Family Agency

Consultant and Communications Trainer

Trained executives of group homes and foster care administrators on aspects of Non-Violent Communication and how to communicate effectively with staff to avoid unnecessary conflict.

1994 -2002

Clara Mohamed School

Teacher

Taught multiple grades, ranging from 3rd to 6th grade, developed curriculum, assessed student learning. Gave weekly lectures on African American history and culture to youth.

1997

Oakland Freedom School, Children's Defense Fund

Program Director

Recruited, hired, trained, and supervised a staff of 13. Secured physical space for program operation, maintained communication between local sponsor and program sites. Raised funds for program development. Maintained program records and submitted final report, administered the budget and developed and conducted the graduation ceremony.

1995

Urban Strategies Council

Program Coordinator

Conducted staff empowerment and supervision, administered a budget, collaborated with community members.

RELATED VOLUNTEER EXPERIENCE

2008 - 2010

Brotherhood of Elders Black Men & Boys Initiative

Advisory Board Member

Developing strategies for local leaders to respond to the challenges of today's youth and seek innovative solutions to address education, employment, criminal justice, fatherhood and health and black boys.

2008

Equinox

Filmmaker

Wrote and directed a feature length coming of age story about an African-American boy who joins a rites of passage program to learn how to become a man. The film was based on the work Baayan has done for over twenty years. The film won the prestigious Opening Night Film honor at the Oakland International Film Festival and was officially selected by the San Francisco Black Film Festival.

1996-1999

Amafula Manhood Education Program for Black Boys

Director

After receiving an Echoing Green Fellowship Baayan designed and implement an after school youth development program.

1997

West Oakland Community Charter School

Founding Board Member.

EDUCATION & RELATED TRAINING/AWARDS

University of California, Berkeley

Political Economy of Industrialized Society

San Jose State University

Sociology

Ella Baker Child policy Training Institute

Certificate of Completion

Omega Training Institute with Dr Joseph Marshall

Certificate of Completion

Echoing Green Fellowship Award for Community Leadership