| Board Office Use: Le | gislative File Info. |
|-------------------------|----------------------|
| File ID Number | 12-1320 |
| Introduction Date | 6-13-12 |
| Enactment Number | 12-1584 |
| Enactment Date | 6-13-12 82 |



Community Schools, Thriving Students

Memo

Board of Education

Tony Smith, Ph.D., Superintendent

From

By: Maria Santos, Deputy Superintendent, Instruction, Leadership &

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

| Board Meeting Date (To be completed by Procurement) | 6-13-12 | | | |
|---|--------------------------|------------------------|-----|----------------------------|
| Subject | Professional Services Co | ontract Amendment - | 1 | |
| • | Linda Todd | Pleasanton | CA | (Contractor, City/State) - |
| | Deputy Super | intendent Business & C | Ops | (site/department) |
| | Deputy Super | intendent Business & C |)ps | (site/department |

Action Requested

Ratification by the Governing Board of the amendment to the professional services contract between the District and Linda Todd

Services to be primarily provided to Deputy Superintendent Business & Ops the period of 11/14/2011 through 06/30/2012 , in an amount not to exceed \$ 9,000.00

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

Due to the nature of this assignment, the consultant will work an additional 8 hours per week performing the functions as Audit Team Coordinator overseeing the full financial and compliance audit of the District's 2010-11 fiscal year audit.

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 the District and Linda Todd, Pleasanton, CA, for the latter to provide an additional 66.00 hours performing the functions as Audit Team Coordinator overseeing the full financial and compliance audit of the District's 2010-11 fiscal year audit for the period of November 14, 2011 through June 30, 2012, in the amount of \$9,000.00, increasing the agreement from \$46,500.00, to a not to exceed amount of \$55,500.00.

| Recommendation | Patification by the Coverning Board of the amendment to the professional convices |
|----------------|--|
| Recommendation | Ratification by the Governing Board of the amendment to the professional services contract between the District and Linda Todd |
| | |

Services to be primarily provided to Deputy Superintendent Business & Ops the period of 11/14/2011 through 06/30/2012 , in an amount not to exceed

\$ 9,000.00

Fiscal Impact

Funding resource name (please spell out) General Fund not to exceed \$ 9,000.00

Attachments

Contract Amendment

Copy of original contract

| Board Office Use: Leg | islative File Info. |
|-----------------------|---------------------|
| File ID Number | 12-1320 |
| Introduction Date | 6-13-12 . |
| Enactment Number | 12-1584 |
| Enactment Date | 6-13-12 82 |



Community Schools, Thriving Students

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

| and | This Ame Linda Todd | ndment is entered into between the Oakland Uniff(CONTRACTOR). OUSD entered intoNovember 14, 2011_, and the parties a | ied School District (OUSD) an Agreement with CONTRACTOR for services on gree to amend that Agreement as follows: |
|-------------------------|--|--|---|
| expected | ope of work has cha | | |
| If the | term has change | | e term of the contract has <u>changed</u> . tional <u>66.0 Hours</u> (days/weeks/months), |
| and . Remaini and in fu | ■ Increase of \$ □ Decrease of the new contract total | | mount |
| No. | here are no previous a | General Description of Reason for American | Amount of |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| oakLand Presiden | This Agreement is by the State Administration of the State | STRICT CONTRACT Contractor S Date Contractor S Print Name, | Jord 5/16/12 Date S. Todd, Consultant |

Rev. 5/11 v1 New Req. No.

P.O. No.

P1204244

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 the District and Linda Todd, Pleasanton, CA, for the latter to provide an additional 66.00 hours performing the functions as Audit Team Coordinator overseeing the full financial and compliance audit of the District's 2010-11 fiscal year audit for the period of November 14, 2011 through June 30, 2012, in the amount of \$9,000.00, increasing the agreement from \$46,500.00, to a not to exceed amount of \$55,500.00.

SCOPE OF WORK

| | | 9001 | L OI WOME | |
|------|--|--|---|---|
| Lin | da Todd | will provide a max | kimum of 462.00 hou | rs of services at a rate of \$ 130.00 per hour for |
| tota | I not to exceed \$9,000.00 | Services are anticipated to | begin on 11/14/2011 | and end on 06/30/2012 |
| 1. | | es to be Provided: Provid D is purchasing and what this Co | | service(s) the contractor will provide. Be specific |
| | full financial and compliance with State Controller's Office documentation is provided | e audit of the District's 2010-11 e (SCO), act as lead at the mee | fiscal year audit. In add tings, will contact distri documentation of the | is as Audit Tea m Coordinator overseeing the dition, the consultant will coordinate meetings ict administrators and verify that requested SharePoint files. Consultant will handle all s. |
| | | | | |
| 2. | result of the service(s): 1) children are attending scho many more Oakland children | How many more Oakland chi ol 95% or more? 3) How many en have access to, and use, th | ildren are graduating more students have m he health services they | of this Contract? Be specific. For example, as a from high school? 2) How many more Oaklandeaningful internships and/or paying jobs? 4) How need? Provide details of program participation THE GOALS OF THE SITE OR DEPARTMENT. |
| | | | | |
| | Alianoma de vida Distric | int Chaptonia Dlane tuline | | |
| 3. | (Check all that apply.) | ct Strategic Plan: Indicate | the goals and visions | supported by the services of this contract: |
| | Ensure a high quality in | | | students for success in college and careers |
| | Develop social, emotion | | | althy and supportive schools |
| | Create equitable opport | | | able for quality |
| | High quality and effective | e instruction | ✓ Full serv | ice community district |

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

| 1. | | lignment with Single Plan for Student Achievement (required if using State or Federal Funds) | | | | | |
|--|-----|--|---|--|--|--|--|
| | Ple | ase s | 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 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

| Board Office Use: Leg | gislative File Info. |
|-----------------------|----------------------|
| File ID Number | 12-0370 |
| Introduction Date | 1/25/12 |
| Enactment Number | 15-61471 |
| Enactment Date | 1725-121 |



Community Schools, Thriving Students

Memo

| То | The Board of Education |
|---|--|
| From | Tony Smith, Ph.D., Superintendent By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action Vernon Hal, Deputy Superintendent, Business & Operations |
| Board Meeting Date (To be completed by Procurement) | 1-25-12 VEH |
| Subject | Professional Services Contract - <u>Linda Todd</u> Pleasanton CA (contractor, City State) Deputy Superintendent Business & Ops (site/department) |
| Action Requested | Ratification of a professional services contract between Oakland Unified School District and Linda Todd Services to be primarily provided to Deputy Superintendent Business & Ops for the period of 11/14/2011 through 06/30/2012 |
| Background A one paragraph explanation of why the consultant's services are needed. | At its meeting on October 26, 2011, the Governing Board approved a contract with the State Controller's Office for a financial and compliance audit of the District for the 2010-11 fiscal year. The audit will take place from November 7, 2011 to approximately June 30, 2012. The District has not undergone a full audit since at least 2003. The objectives of the audit are to allow SCO to express an opinion on whether the District's financial statements are fairly presented and in accordance with generally accepted accounting principles and to review certain internal controls that may have a direct and material impact on financial statements. |
| Discussion One paragraph summary of the scope of work. | The contractor is a certified public accountant who will serve as a liaison between the District departments and the State Controller's Office's staff for purposes of the full financial and compliance audit of the District of the 2010-11 fiscal year that will be conducted by the State Controller's Office. On an as needed basis through the term of the audit, the contractor will track, facilitate, follow-up and respond to communications and requests by the State's audit team to appropriate District personnel to help ensure that the requests are responded to timely and thoroughly. |
| Recommendation | Ratification of professional services contract between Oakland Unified School District and Linda Todd Services to be primarily provided to Deputy Superintendent Business & Ops for the period of |
| | 11/14/2011 through 06/30/2012 |
| Fiscal Impact | Funding resource name (please spell out) General Fund not to exceed \$ 46,500.00 |
| Attachments | Professional Services Contract including scope of work Fingerprint/Background Check Certification Commercial General Liability Insurance Certification TB screening documentation Statement of qualifications |

| Board Office Use: Legis | lative File Info. |
|-------------------------|-------------------|
| File ID Number | 12 -6370 |
| Introduction Date | Madil |
| Enactment Number | 112-0147 |
| Enactment Date | 1-25-12 8 |



| | PROFESS | IONAL SERVICES CONTRACT 2011-2012 |
|-------------------|--|--|
| (C) fina to | (CONTRACTOR). OUSD is authorized by (financial, economic, accounting, engineering | Oakland Unified School District (OUSD) and Linda Todd Government Code Section 53060 to contract for the furnishing of special services and advice in g, legal, and administrative matters with persons specially trained, experienced, and competent warrants it is specially trained, experienced, and competent to provide such services. The |
| 1. | Services: CONTRACTOR shall provid ("Services" or "Work"). | e the services described in Exhibit "A," attached hereto and incorporated herein by reference |
| 2. | if the aggregate amount CONTRACTOR | ce work on 11/14/2011 , or the day immediately following approval by the Superintendent R has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the ract(s) exceed \$78,500, whichever is later. The work shall be completed no later than |
| 3. | | CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to |
| | | Dollars (\$46,500.00). This sum shall ent and includes all fees, costs, and expenses incurred by Contractor including, but not limited ead, travel, insurance, subcontractor costs, and other costs. |
| | | hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," ervices to be delivered on an hourly basis to OUSD. |
| | OUSD shall not be liable to CONTRAC OUSD, except as follows: | TOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for |
| | | all undisputed amounts in monthly installment payments within forty-five (45) days after the OUSD for Work actually completed and after OUSD's written approval of the Work, or the stobe made. |
| | to correct unsatisfactory work, although | or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR the unsatisfactory character of that work may not have been apparent or detected at the time a not conform to the requirements of this Agreement, may be rejected by the District and in that DR without delay. |
| 4. | Submittal of Documents: CONTRACT OUSD has approved evidence of the following | OR shall not commence the Work under this Contract until CONTRACTOR has submitted and llowing: |
| | Individual consultants: | |
| | ☐ Tuberculosis Clearance — Docum | mentation from health care provider showing negative TB status within the last four years. |
| | Completion of Pre-Consultant S of Pre-Consultant Screening for | creening Process – Attach letter from Human Resources Support Services showing completion this current fiscal year. |
| | Insurance Certificates and Endo | rsements - General Liability insurance in compliance with section 9 herein. |
| | Agencies or organizations: | |
| | Insurance Certificates and Endo | rsements - Workers' Compensation insurance in compliance with section 9 herein. |
| 5. | Equipment and Materials: CONTRAC Agreement except: | TOR shall provide all equipment, materials, and supplies necessary for the performance of this which shall not exceed a total cost of \$ |
| 6. | 6. CONTRACTOR Qualifications / Perfor | mance of Services. |
| | | "RACTOR warrants it is specially trained, experienced, competent and fully licensed to provide nt in conformity with the laws and regulations of the State of California, the United States of and,/or regulations, as they may apply. |
| | professional manner, without the advice | varrants that CONTRACTOR has the qualifications and ability to perform the Services in a ce, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings a prepared in accordance with generally and currently accorded principles and practices of its |

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

Rev. 6/01/11 v2 Requisition No. ____ P.O. No. ___

profession for services to California school districts.

below:

Professional Services Contract OUSD Representative: CONTRACTOR: Name: Vernon Hal Name: Linda Todd, CPA Site /Dept.: Deputy Superintendent Business & Ops Title: Address: Address: 6662 Via San Blas Oakland, CA Pleasanton CA 94566

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.

Phone: (925) 699-2970

8. Invoicing

Phone: (510) 879-4622

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

10. Insurance:

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

OR

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

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- 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

Contractor initial:

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.

| | No. of Concession, Name of Street, or other Persons, Name of Street, or ot | | | | | | | |
|---------------|--|------------------------|------------------|----------------|-------------------|-----------------|---------------|-----------|
| ne event that | OUSD, | in its sole discretion | , at any time di | uring the term | of this contract, | desires the rem | oval of any C | ONSULTANT |
| | | o representative or | | | | | | |

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).

- 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.

| Summary of terms and compensation: | | | | | |
|--|----------------------|---|-----------------------------------|-----------------|--|
| Anticipated start date: 11/14/2011 | Work shall be comple | ited by: 06/30/2012 | Total Fee: \$46,500.00 | | |
| OAKLAND UNIFIED SCHOOL DISTRICT President, Board of Education Superintendent or Designee | Date | CONTRACTOR Contractor Signature | Toll | 11/7/11 Date | |
| Secretary, Board of Education | Date | Linda Todd, CPA Print Name, Title | | | |
| Edgar Rakestraw, Jr., Secretary | 1/24/12 | Legislative F File ID Number: Introduction: Enactment Number: Enactment Date: | 12-0370 1-25-07 HOTT 12-015 | 78 | |

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.

The contractor is a certified public accountant who will serve as a liaison between the District departments and the State Controller's Office's staff for purposes of the full financial and compliance audit of the District of the 2010-11 fiscal year that will be conducted by the State Controller's Office. On an as needed basis through the term of the audit, the contractor will track, facilitate, follow-up and respond to communications and requests by the State's audit team to appropriate District personnel to help ensure that the requests are responded to timely and thoroughly.

SCORE OF WORK

| | 2001 | E Of Trottic | |
|--|--|---|--|
| Linda Todd | will provide a max | ximum of 360.00 hou | rs of services at a rate of \$ 130.00 per hour for |
| total not to exceed \$46,500.00 | Services are anticipated to | begin on 11/14/2011 | and end on 06/30/2012 |
| | ces to be Provided: Provided: Dispurchasing and what this C | | service(s) the contractor will provide. Be specific |
| full financial and compliand with State Controller's Offic documentation is provided | ce audit of the District's 2010-11 ce (SCO), act as lead at the mee | fiscal year audit. In add etings, will contact distri- documentation of the | is as Audit Team Coordinator overseeing the dition, the consultant will coordinate meetings lict administrators and verify that requested Sharepoint files. Consultant will handle all s. |
| result of the service(s): 1) children are attending scho many more Oakland children |) How many more Oakland chi ool 95% or more? 3) How many ren have access to, and use, th | ildren are graduating to more students have more health services they | of this Contract? Be specific. For example, as from high school? 2) How many more Oaklan eaningful internships and/or paying jobs? 4) How need? Provide details of program participation. THE GOALS OF THE SITE OR DEPARTMENT. |
| (Check all that apply.) | - | | supported by the services of this contract: |
| Ensure a high quality in | | | students for success in college and careers |
| Develop social, emotion Create equitable opport | | | althy and supportive schools able for quality |
| High quality and effective | • | | ice community district |

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| 4. | | _ | nent with Single Plan for Student Achievement (required if using State or Federal Funds) 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 Ma either electronically via email of scanned documents, fax or drop off. | | | | | | | | |
| | | 1. | Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date. | | | | | | |
| | | 2. | Meeting announcement for meeting in which the SPSA modification was approved. | | | | | | |
| | | 3. | Minutes for meeting in which the SPSA modification was approved indicating approval of the modification. | | | | | | |
| | | 4. | Sign-in sheet for meeting in which the SPSA modification was approved. | | | | | | |

Consultant Fingerprint/Criminal Background Check Waiver Request

Directions

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

| Contractor Name | Linda Todd | | | | | | | | | |
|--|-------------------------|--------------------------|--------------------------|---|--|--|--|--|--|--|
| Originator Name | Vernon Hal | | | Site or Department | Deputy Superintendent | | | | | |
| Which sites or locat | ions will the cont | ractor be working at? | Central (| Office | | | | | | |
| TB Clearance Req | ulrement | | | | | | | | | |
| Proof of negative To waivers are only gro 6 hours of contact v | anted if the contra | actor will be working re | vho will be emotely o | e working with OL rthe contractor is | JSD students <u>or s</u> taff. TB clearance a one time speaker with less than | | | | | |
| How is this contra | ctor going to m | eet the TB clearance | requiren | nent? | | | | | | |
| TB Waiver requeste | ed 🔀 | Proof of TB cle | earance is | in the contract pa | acket 🗸 | | | | | |
| [TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.] CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c)) OUSD Representative's Name Vernon Hal Date 1216/11 | | | | | | | | | | |
| Approval Cabir | net Level appr | oval required (Dep | uty Sup | erintendent/Su | perintendent) | | | | | |
| Approver Name Anthony Smith, Ph.D. | | | | Title Superintendent | | | | | | |
| Approver Signature | Approver Signature Date | | | | | | | | | |
| Reason for Approva | al: Contractor will | not have contact with | students. | | | | | | | |
| | | | | | | | | | | |



thy Schools, Thebring Standards PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

| | | | | | | - | | | | | |
|--|------------------|-----------------|---------------|-----------------|--|---------|----------------|----------|---------------|-------------------|--|
| | Addi | tional direr | tions an | oh hetelen h | Basic cuments are in th | | ctions | inne Li | brany (btto:) | Vintranat oued | ואו בא ניבו |
| | | | | | il the contract is | | | | | | |
| | | | | | | | | | | | |
| 2. Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check) | | | | | | | | | | | |
| 3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments. | | | | | | | | | | | |
| | | | | | | | | 78 | | | |
| | | | | | the OUSD contrac | | | | - | | ipproval. |
| | | | | | SS Pre-Consultar of of negative tub | | | | | | |
| One | | | | | of qualifications (| | | | | | |
| | | For All Cor | nsultants | Proof of Co | ommercial Genera | al Lia | bility insural | nce na | ming OUSI | | nal Insured |
| | | | | | yees: Proof of wo | rkers | compensat | tion ins | surance | | |
| ous | D Staff Contac | t Emails ai | bout this o | ontract shoul | d'be sent to: | Vern | on.Hal@ou | sd.k12 | .ca.us | | |
| | | | | | Contract | or In | formation | | | | |
| _ | tractor Name | Linda | | | | | ncy's Conta | act | | | |
| | SD Vendor ID | - V | 0557 | | | Title | | | | 7 7- | T-: T-: |
| | et Address | | Via San | | | Ci | - | | | State CA | Zip 94566 |
| | phone | 1 | 699-297 | | CD | Em | | - | @gmail.com | | Was El Ma |
| Con | tractor History | Pre | viously E | been an OU | SD contractor? | Yes | ■ NO | VV | orked as ar | 1 OUSD emplo | yee? 🗌 Yes 🔳 No |
| | | Ç | ompen | sation and | Terms - Must | be v | vithin the | ousi | Billing G | uidelines | |
| Anti | cipated start d | ate | 11/14/ | 2011 | Date work will e | end | 06/30/201 | 12 | Other Expe | nses | |
| Pay | Rate Per Hou | (required) | \$ 130 | .00 | Number of Hou | rs | 360.00 | To | tal Contra | ct Amount | \$46,500.00 |
| | | | | | Budget | Infr | rmation | - | | | |
| | If you are | planning to | multi-fund | d e contract u | sing LEP funds, ple | | | ate and | Federal Offic | ce before comple | eting requisition. |
| F | Resource # | Resource | | | | rg Key | | ., -/;. | | Object Code | Amount |
| | 0000 | Genera | Fund | 9999 | 000732 | | | | | 5825 | \$46,500.00 |
| | | | | | | , | ************ | | | 5825 | \$ |
| | | | | | | | | | | 5825 | \$ |
| F | Requisition N | lo. i | 2021 | 02681 | 0 | | Total C | ontrac | t Amount | | \$46,500.00 |
| | | | | | val and Routing | lin o | rder of apr | proval | steps) | | |
| Se | rvices cannot be | provided b | efore the | | | | | | | document affirm | ns that to your knowledge |
| _ | | | | | vices were not prov | | | | | | The transfer of the transfer o |
| Ŀ | OUSD Adr | ninistrator | verifies t | hat this ven | dor does not appe | ear or | n the Exclud | ded Pa | rties List (h | ttps://www.epis | s.gov/epis/search.do) |
| | Administrato | r / Manager | (Originato | r) Name | Vernon Hal | | | | Phone | (510) 879-46 | 522 |
| 1. | Site / Depa | rtment | | Deputy S | uperintendent Bus | sines | s & Ops | | Fax | (510) 879-18 | 834 |
| | Signature | | | | | | | Date | e Approved | | |
| | Resource Ma | nager, if us | ing funds | managed by: | ☐State and Federal [| Quali | ty, Community, | School D | evelopment [] | Complementary Lea | aming / After School Programs |
| • | Scope of w | ork indicates | complian | nt use of restr | icted resource and | is in a | lignment with | schoo | site plan (Si | PSA) | |
| 2. | Signature | | | | | | | Date | e Approved | | |
| | Signature (if us | ing multiple re | stricted reso | urces) | | | | Date | e Approved | | |
| | Regional Exe | | | | | | | 1 | | | |
| 2 | | - | | of work align | with needs of depar | tment | or school site | e | | | |
| 3. | | | | | cribed in the scope | | | | | | |
| | Signature | | | | | | | _ | Approved | | |
| 4. | | 9/ | | - 1811 | hip Deputy Super | inten | dent Busine | ss Ope | rations | ☐ Consultant | Aggregate Under \$50,000 |
| | Signature | Im | m | 4 Hon | / | | | Date | Approved | | |
| 5. | Superintende | nt, Board | of Educat | ion Signatur | e on the legal contri | act | | | | | |
| Lega | Required if no | ot using star | dard cont | tract A | pproved | | Denied - | Reaso | | | Date |
| Dras | uramont D | ata Bassin | od. | | | | DO Normal | hor | Die | -11 1211 | |



PROFESSIONAL SERVICES CONTRACT AMENDMENT ROUTING FORM 2011-2012

| D | н. | P | ~ | n | 3 | 3 |
|---|----|---|---|---|---|---|
| | | | | | | |

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

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

| When the contract amendment is approved Procurement will add additional funds to the original Purchase Order. | | | | | | | | | | |
|---|--|-----------------------------|--|--|--|--|--|--|--|--|
| Attachment Checklist | Contract amendment packet including Amended Scope of work (be specific Copy of original contract | | | | | | | | | |
| OUSD Staff Contact | Emails about this contract should be sent to: | Mildred.Otis@ousd.k12.ca.us | | | | | | | | |

| Contractor Information | | | | | | | | | |
|------------------------|-------------------|--------|-------------------|-------|----|-----|-------|--|--|
| Contractor Name | Linda Todd | Agency | 's Contact | | | | | | |
| OUSD Vendor ID# | 1005527 | Title | | | | | | | |
| Street Address | 6662 Via San Blas | City | Pleasanton | State | CA | Zip | 94566 | | |
| Telephone | (925) 699-2970 | Email | ltoddpl@gmail.com | | | | | | |

| Co | mpensation and Ter | ms - Must be within the Ol | USD Billing Guidelines | |
|--------------------------------------|--------------------|----------------------------|--------------------------|----|
| Original Contract Amount \$46,500.00 | | Original PO Numbe | P1204244 | |
| Amended Amount | \$ 9,000.00 | New Requisition # | Rn205854 | |
| New Total Contract Amount | \$55,500.00 | Start Date 11/14/ | /2011 End Date 06/30/201 | 12 |

| If you ar | e planning to multi-fund a contract | Budget Information t using LEP funds, please contact the State | e and Federal Office <u>before</u> co | mpleting requisition. |
|------------|-------------------------------------|---|---------------------------------------|-----------------------|
| Resource # | Resource Name | Object Code | Amount | |
| 0000 | General Fund | 9999000732 | 5825 | \$9,000.00 |
| | | | 5825 | \$ |
| | | | 5825 | \$ |

| | | | Appro | oval and Routing (in | order of ap | proval s | teps) | | | |
|---|---|---|------------|---------------------------|-----------------------|----------------|-------------|---------------|---------------------------|---------------------|
| | tional service eased by Pro | es above original contract a curement. | amount car | nnot be provided before | the amendme | ent is fully a | approved | and the Pu | rchase Ore | der amount has been |
| 1. | Site Admir | nistrator or Manager | Name | Vernon Hal | | Phone | 510273 | 33210 | Fax | 5102733268 |
| | Site / Depa | artment | Deputy | Superintendent Busin | ness & Ops | | | | | |
| | Signature | | | | | Date App | roved | | | |
| | Resource Manager, if using funds managed by: State and Federal Quality, Communi | | | | y, School De | velopment | ☐ Complemen | ntary Learnin | g / After School Programs | |
| 2. | Signature | | | Date Approved | | | | | | |
| | Signature | | | | Date Approved | | | | | |
| 3. | Regional or Executive Officer | | | | | | | | | |
| Э. | Signature | | | | Date Approved | | | | | |
| 4. | Deputy Superintendent Instructional Leadership Deputy Superintendent Busin | | | | siness Operations | | | | | |
| ٦. | Signature / Myron TATA | | | | Date Approved 5/307/7 | | | 7. | | |
| 5. | Superinte | ndent or Board of Educa | tion Signa | dure on the legal contrac | ct | | | / | / | |
| Leg | al Required | if not using standard contr | act Ap | proved | | Denied - | Reason | 2 | Date | e |
| Procurement Date Received PO Number P204244 | | | | | | | |)44 | | |



