

Board Office Use: Legislative File Info.	
File ID Number:	13-2543
Introduction Date:	11/20/2013
Enactment Number:	
Enactment Date:	



# Memo

**To:** Board of Education

**From:** GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent

**Board Meeting Date:** 11/20/2013

**Subject:** Professional Service Contract

**Contractor:** Rebecca Hunter of Oakland, CA

**Services for:** 151-SEQUOIA

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and Rebecca Hunter, Oakland, CA, for the latter to provide: As funded by Sequoias parent group, Consultant Rebecca Hunter (Oakland, CA) will provide teacher training in science enrichment activities to ensure that all students excel in science knowledge and in non-fiction reading and writing for the period of 10/02/2013 through 06/12/2014 in an amount not to exceed \$17,490.00.

**Background:**  
(A one paragraph explanation of why the consultant's services are needed.)

As a result of having an enriched science program, more students will discover talents and interests in the maths and sciences. Teachers will make a strong transition to the Common Core State Standards by additional professional development in science-based literacy. Students will find real-world connections for their learning and be more motivated to stay in school. Attendance will increase as students are motivated to see the outcomes of their science experiments. This will lead to more meaningful work experiences. As a result of increased attendance, students will better access health care services as conditions will be noticed and treated sooner.

**Discussion:**  
(QUANTIFY what is being purchased.)

As funded by Sequoias parent group, Consultant Rebecca Hunter (Oakland, CA) will provide teacher training in science enrichment activities to ensure that all students excel in science knowledge and in non-fiction reading and writing

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**Fiscal Impact:** Funding resources below not to exceed \$17,490.00

\$1,860.00 MEASURE G PARCEL TAX

\$15,630.00 DONATIONS

**Attachments:** Professional Services Contract including Scope of Work

Waiver Summary

Resume / Statement of Qualifications

EPLS Search Results Page

Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between Rebecca Hunter  
(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 10/02/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than 06/12/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Seventeen thousand four hundred and ninety Dollars (\$17,490.00) [per fiscal year], at an hourly billing rate not to exceed \$60.00 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: No Reimbursements.

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:* NONE, which shall not exceed a total cost of \$0.00.
- 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:

**OUSD Representative:**

Name: KATHLEEN HAZEN  
Site /Dept.: 151-SEQUOIA  
Address: 3730 Lincoln Avenue  
Oakland, CA 94602  
Phone: 510-531-6696

**CONTRACTOR:**

Name: Rebecca Hunter  
Title: Owner  
Address: 15 Woodside Glen Ct  
Oakland, CA 94602  
Phone: 510-336-1706

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.) 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.



Professional Services Contract

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

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable 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.

- 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.epls.gov/epls/search.do)
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. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
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.

OAKLAND UNIFIED SCHOOL DISTRICT

MARIA SANTOS 10/21/2013
President, Board of Education Date
Superintendent or Designee

Secretary, Board of Education Date

CONTRACTOR

Rebecca Hunter 10/21/2013
Contractor eSignature Date

Rebecca Hunter, Owner
Print Name, Title







***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 151-SEQUOIA**

**Principal / Department Head: KATHLEEN HAZEN**

**Contractor Name: Rebecca Hunter**

**Business Name: Rebecca Hunter**

**Contract Type: Standard**

**Anticipated Start Date: 10/02/2013**

**Contract End Date: 06/12/2014**

**Rate Type: HOURLY**

**Contract Amount: \$17,490.00**

***Applicable Waivers***

**Approved by Risk Management**

**Insurance-Reduction Waiver Status: NA**

**Waiver-Reduction Type: \$1,000,000 Required**

**Other Reduction Amount: NA**

**Approval Date:**

**Approved by Deputy Superintendent**

**Billing Waiver Status: NA**

**Approval Date:**

**Fingerprint Waiver Status: NA**

**Approval Date:**

**TB Test Waiver Status: NA**

**Approval Date:**

Experienced elementary school teacher. Highly skilled in creating a child-centered, differentiated classroom environment that balances the needs of individual students with the expectations of academic standards. Master of Education in Montessori Education; possesses strong interpersonal and communication skills. Highly organized and detail-oriented. Excellent academic record. Extensive background in broad range of academic disciplines.

*California Preliminary Multi Subject Teaching Credential, CLAD Authorization  
American Montessori Society Credential (Ages 6-9)*

**EDUCATION**

**Master of Education in Montessori Education**, Xavier University, Cincinnati, OH, 2008

**Master of Arts in East Asian Area Studies**, University of Southern California, Los Angeles, CA, 2001

**Bachelor of Arts**, Georgetown University, College of Arts and Sciences, Washington, DC, 1999

**PROFESSIONAL EXPERIENCE**

**SEQUOIA ELEMENTARY – OAKLAND, CA** 2011-

*Science Enrichment Teacher*

- ◆ Teach weekly science classes to 1<sup>st</sup> and 2<sup>nd</sup> grade students
- ◆ Hands-on approach to science education with an emphasis on connections to literature
- ◆ Experience in lesson planning and implementation, using CA Academic Standards and FOSS science kits

**SANDS MONTESSORI - CINCINNATI, OH** 2008-2009

*Head Teacher* in a 6-9 public, Montessori classroom

- ◆ Taught in a multi age (Grades 1-3) classroom
  - ◆ Uniquely balanced the goals/lessons of the Montessori curriculum with Ohio Academic Content Standards
  - ◆ Responsibilities included: lesson planning, classroom management, record keeping
  - ◆ Worked closely with teaching partner to create a peaceful environment that honors the needs of individual students
- Intern* in 6-9 Montessori classroom (Cincinnati, OH)
- ◆ Presented wide range of Montessori lessons and materials
  - ◆ Worked with cooperating teacher on lesson planning and implementation, classroom management, & record keeping

**MONTESSORI ACADEMY OF CINCINNATI** Fall 2007

*Intern* in 6-9 private, Montessori classroom (Mason, OH)

- ◆ Presented wide range of Montessori lessons and materials
- ◆ Served as substitute teacher gaining practical experience in classroom management

**WELLS FARGO FINANCIAL ACCEPTANCE** 2001 - 2006

Subsidiary of Wells Fargo Bank, focusing on auto and real-estate lending

*Assistant Branch Manager* (Dallas, TX and Cincinnati, OH - 2003 - 2006)

*Credit Manager* (Phoenix, AZ and Dallas, TX - 2001 - 2003)

Involved in all aspects of leading a consumer-direct lending branch, including personnel development and training, credit review and analysis, quality control and profit-planning. Recognized as a regional “Top Performer” in all sales categories.

**UNIVERSITY OF SOUTHERN CALIFORNIA** (Los Angeles, CA) 1999 – 2001

*Teaching Assistant* – for East Asian Societies, an undergraduate survey course

**PROFESSIONAL MEMBERSHIPS**

American Montessori Society, Association of American Educators

16 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any  
76 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock  
BD insurance company of The Hartford Insurance Group shown below.  
SBM

**INSURER:** SENTINEL INSURANCE COMPANY, LIMITED  
ONE HARTFORD PLAZA, HARTFORD, CT 06155  
COMPANY CODE: A

**Policy Number:** 57 SBM BD7616 DX



**SPECTRUM POLICY DECLARATIONS**

ORIGINAL

**Named Insured and Mailing Address:** REBECCA HUNTER  
(No., Street, Town, State, Zip Code)

15 WOODSIDE GLEN CT  
OAKLAND CA 94602

**Policy Period:** From 09/28/13 To 09/28/14 1 YEAR  
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

**Name of Agent/Broker:** KHOE & ASSOC INS SVCS/PHS  
**Code:** 101169

**Previous Policy Number:** 57 SBM BD7616

**Named Insured is:** INDIVIDUAL

**Audit Period:** NON-AUDITABLE

**Type of Property Coverage:** NONE

**Insurance Provided:** In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

**TOTAL ANNUAL PREMIUM IS:** \$425 MP

05095  
\*1100257BD76160114



Countersigned by *Susan S. Castaneda*  
Authorized Representative

07/17/13  
Date

**SPECTRUM POLICY DECLARATIONS (Continued)**

**POLICY NUMBER:** 57 SBM BD7616

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

**Location:** 001 **Building:** 001

15 WOODSIDE GLEN CT

OAKLAND

CA 94602

**Description of Business:**

Consultant - Management

**Deductible:** NO COVERAGE

**BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE**

**BUILDING**

NO COVERAGE

**BUSINESS PERSONAL PROPERTY**

**REPLACEMENT COST**

NO COVERAGE

**PERSONAL PROPERTY OF OTHERS**

**REPLACEMENT COST**

NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES  
OUTSIDE THE PREMISES

NO COVERAGE  
NO COVERAGE

**SPECTRUM POLICY DECLARATIONS (Continued)**

**POLICY NUMBER: 57 SBM BD7616**

<b>BUSINESS LIABILITY</b>	<b>LIMITS OF INSURANCE</b>
LIABILITY AND MEDICAL EXPENSES	\$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$1,000,000
<b>AGGREGATE LIMITS</b>	
PRODUCTS-COMPLETED OPERATIONS	\$2,000,000
FORM SS 05 09	
GENERAL AGGREGATE	\$2,000,000

**BUSINESS LIABILITY OPTIONAL  
COVERAGES**

**CYBERFLEX COVERAGE  
FORM SS 40 26**

\*1100257BD76160114 05096



**SPECTRUM POLICY DECLARATIONS (Continued)**

**POLICY NUMBER: 57 SBM BD7616**

**ADDITIONAL INSURED: THE FOLLOWING ARE ADDITIONAL INSURED FOR BUSINESS LIABILITY COVERAGE IN THIS POLICY.**

**LOCATION 001 BUILDING 001**  
**TYPE PERSON ORGANIZATION**  
**NAME THE OAKLAND UNIFIED SCHOOL DISTRICT**  
**OAKLAND CA 94606**

**SPECTRUM POLICY DECLARATIONS (Continued)**

**POLICY NUMBER:** 57 SBM BD7616

**Form Numbers of Forms and Endorsements that apply:**

SS 00 05 10 08	SS 00 08 04 05	SS 00 45 12 06	SS 01 21 07 08
SS 40 26 06 11	SS 41 62 06 11	SS 41 63 06 11	SS 05 09 07 00
SS 05 47 09 01	SS 50 19 03 12	IH 99 40 04 09	IH 99 41 04 09
SS 83 76 03 12			