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File ID Number	12-2830
Introduction Date	12-12-12
Enactment Number	12-2969
Enactment Date	12/12/12 oel



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To 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)

12/12/12

Subject Memorandum of Understanding - Berkeley Unified School District (contractor) - 922/Family, School, and Community Partnerships Department (site/department)

Action Requested Approval of a Memorandum of Understanding between Oakland Unified School District and Berkeley Unified School District. Services to be primarily provided to Berkeley Unified School District for the period of October 8, 2012 through November 9, 2012.

Background
A one paragraph explanation of why the consultant's services are needed. Berkeley Unified School District (BUSD) will pay Oakland Unified School District (OUSD) to train staff their staff in School Based Restorative Justice as it is practiced at OUSD. Restorative Justice has efficacy in reducing disproportionate discipline especially suspensions. OUSD has a proven track record in using restorative justice to build a healthy and safe school climate. Both BUSD and OUSD use Positive Behavior Intervention Supports (PBIS) as another strategy for building healthy school communities and restorative justice supports PBIS at school sites where both are used. The training sessions are scheduled for October 8 and November 9, 2012.

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and Berkeley Unified School District (BUSD), Berkeley, CA, for the former to provide a Behavioral Health staff member from OUSD to conduct two all day Restorative Justice Program trainings to BUSD staff on Tier 1 restorative justice: community building and restorative conversations; each training is scheduled from approximately 8:30am to 3:30pm for the period of October 8, 2012 through November 9, 2012, and OUSD will invoice \$1,000.00 per training for a total not to exceed \$2,000.00.

Recommendation Approval of a Memorandum of Understanding between Oakland Unified School District and Berkeley Unified School District. Services to be primarily provided to 922/Family, School, and Community Partnerships Department for the period of October 8, 2012 through November 9, 2012.

Fiscal Impact Funding resource name (please spell out): No Fiscal Impact

- Attachments**
- Memorandum of Understanding
 - Certificate of Insurance
 - Scope of Work
 - Statement of qualifications

Berkeley Unified School District

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is dated this 8th day of October, 2012, by and between Berkeley Unified School District hereinafter referred to as BUSD and the Oakland Unified School District hereinafter referred to as "CONTRACTOR" whose place of business is at 1025 2nd Ave, Oakland, CA 94606, for Professional Services.

This Memorandum of Understanding represents the services which "CONTRACTOR" will provide to the "BUSD" on the October 8, 2012 professional development day and the November 9, 2012 professional development day in Berkeley, CA.

ARTICLE I: DESCRIPTION OF THE CONTRACTING AGENCY – Contractor

The Oakland Unified School District is a large urban K-12 school district in the San Francisco Bay Area..

ARTICLE II: STATEMENT OF SERVICES TO BE PROVIDED

David Yusem, OUSD staff, will provide Restorative Justice as a Tier 1 Intervention training for BUSD staff on October 8, 2012 and November 9, 2012. Up to 30 BUSD staff will be trained per session. Participants will be selected by BUSD's Director of Student Services.

ARTICLE III: TERM OF SERVICES

Contractor shall commence work on October 8, 2012 and complete work on November 9, 2012.

ARTICLE IV: REQUIREMENTS OF THE BUSD

To support the delivery of quality educational services to students and the school, as part of this MOU, the BUSD agrees to the following:

BUSD provided a location for the training that is appropriate for Restorative Justice on October 8, 2012 and November 9, 2012, and will provide an LCD projector.

ARTICLE V: TECHNICAL DIRECTION

Performance of the work under this MOU shall be subject to the direction of BUSD Manager: Susan Craig.

ARTICLE VI: FINGERPRINTING AND TB CLEARANCE

Education Code 45125.1 and 49406 and California Assembly Bill 346 indicate that employees of entities providing services on a school site must have a tuberculosis clearance and be fingerprinted by the California Department of Justice and FBI for a criminal records check and found not to have been convicted of a serious or violent felony. Accordingly, in the event that this MOU may involve contact with BUSD pupils, the Contractor shall comply with the provisions of Education Code section 45125.1 and California Assembly Bill 346 regarding the submission of employee fingerprints to the California Department of Justice and the FBI and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with BUSD pupils until such time as the Contractor has verified in writing to the governing board of BUSD that the employee has not been convicted of a felony, as defined in Education Code section 45125.1. The Contractor's responsibility shall extend to all of its employees, subcontractors, agents, and all employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by BUSD, or acting as independent Contractors of the **Contractor**. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this MOU, shall be provided in writing to **BUSD** prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

Contractor expressly agrees that: (1) Contractor and all of Contractor's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice and FBI, together with the requisite fee as set forth in Education Code section 45125.1; (2) Contractor shall not permit any employee to come in contact with pupils until the Department of Justice and FBI have ascertained that the employee has not been convicted of a serious or violent felony. Contractor is required to fulfill these requirements at its own expense; (3) Contractor certifies herein that none of its employees who may come in contact with pupils have been convicted of a serious or violent felony.

Berkeley Unified School District
MEMORANDUM OF UNDERSTANDING

Contractor further expressly agrees that the following conditions shall apply to any work performed by the Contractor and/or Contractor's employees on a school site: (1) Contractor and Contractor's employees shall check in with the school site office each day immediately upon arriving at the school site; (2) Contractor and Contractor's employees shall inform school site office staff of their proposed activities and locations at the school site; (3) Once at such location, Contractor and Contractor's employees shall not change locations without informing the school site office prior to any such change in location; (4) Contractor and Contractor's employees shall not use pupil restroom facilities; and (5) if Contractor and/or Contractor's employees find themselves alone with a pupil, Contractor and Contractor's employees shall immediately contact the school site office and request that a member of the school staff be immediately assigned to the concerned work location.

INITIALS OF Contractor DY

ARTICLE VII: INSURANCE

- a) The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
 - i) **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001) Commercial General Liability insurance shall include contractual liability, products liability, completed operations and broad form property damage coverage.
 - ii) **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this MOU are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
 - iii) **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products Liability, Completed Operations and Broad Form Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- b) **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

**Berkeley Unified School District
MEMORANDUM OF UNDERSTANDING**

- i) A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - ii) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - iii) An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - iv) All policies shall be written on an occurrence form.
- c) **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

ARTICLE VIII: DEFENSE AND INDEMNIFICATION

Contractor agrees to defend, indemnify and hold harmless BUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Contractor or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the Contractor, whether authorized by this MOU or not. Contractor further agrees to waive all rights of subrogation against BUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of BUSD or any of its agents or employees.

ARTICLE IX: COMPENSATION FOR SERVICES

- a) The BUSD agrees to pay Contractor a total of \$2,110 maximum for the services described above. Complete the chart below to provide justification for the total contract cost. List of the description of services, the number of staff providing services, hourly rates, and costs of materials to be provided .

Contract Cost Justification for MOU				
# staff / presenters	Description of services to be provided	Hourly/Daily Rate or cost	Qty	Total
1	Two 1-day trainings in Restorative Justice on October 8, 2012 and November 9, 2012	\$ 1,000	2	\$2,000
Description of materials provided by Contractor (i.e., binders, workbooks, CDs/DVDs, etc.)		Cost	Qty	Total
		\$		\$
		\$		\$
If needed, provide additional detail justification below.			Total :	\$ 2,000

- b) The BUSD agrees to pay the Contractor the contracted amount in monthly payments. Each payment will be based on an invoice submitted by the Contractor on the last day of each month. The Invoice is to be generated by the Contractor on appropriate letterhead or form and shall include: description of services rendered during the invoice period; date and hours of services, hourly rates of staff or the specific services provided during the month and a total. Invoices are to be sent to **Susan Craig at BUSD Student Services, 2020 Bonar Street, Room 112, Berkeley, CA 94703.**

Berkeley Unified School District
MEMORANDUM OF UNDERSTANDING

- c) The Contractor shall maintain accurate records of costs incurred in performance of this MOU and shall make such records available to the BUSD upon request.

ARTICLE X: TERMINATION

- a) **For Cause:** BUSD may terminate this MOU upon giving of written notice of intention to terminate for cause. Cause shall include:
 - i. material violation of this MOU by the Contractor; or
 - ii. any act by Contractor exposing BUSD to liability to others for personal injury or property damage; or
 - iii. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. BUSD may secure the required services from another Contractor. If the expense, fees, and/or costs to BUSD exceeds the cost of providing the service pursuant to this MOU, the Contractor shall immediately pay the excess expense, fees, and/or costs to BUSD upon the receipt of BUSD's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to BUSD.
- b) **Without Cause By BUSD:** BUSD may, at any time, with or without reason, terminate this MOU and compensate Contractor only for services satisfactorily rendered to th
- c) e date of termination. Written notice by BUSD shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
- d) **Upon Termination: Contractor** shall provide BUSD with all documents produced maintained or collected by Contractor pursuant to this MOU, whether or not such documents are final or draft documents.

ARTICLE XI: PRIOR AGREEMENTS

This MOU represents the sole agreement between BUSD and the Contractor with respect to the scope of services described herein. Any prior understanding or agreements, written or oral, between BUSD and the Contractor are superseded by this MOU. This MOU may be amended or modified only by a written instrument executed by both parties.

ARTICLE XII: SEVERABILITY

The invalidity or unenforceability of any one or more of the provisions of this MOU shall in no way affect the validity or enforceability of any of the other provisions hereof, and any provision that is prohibited by or under the laws of any jurisdiction shall be ineffective in such jurisdiction only to the extent of such prohibition and shall not invalidate or in anywise affect the other provisions hereof.

ARTICLE XIII: ALTERNATIVE DISPUTE RESOLUTION

In the event of dispute about any invoice or the quality of work of the "CONTRACTOR", the "BUSD" and "CONTRACTOR" agree to mediate such a dispute before a mutually agreed-upon mediator or a dispute resolution service.

ARTICLE XIV: COMPLIANCE WITH LAWS

Contractor shall observe and comply with all rules and regulations of the governing board of BUSD and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this MOU is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify BUSD, in writing, and, at the sole option of BUSD, any necessary changes to the scope of the Work shall be made and this MOU shall be appropriately amended in writing, or this MOU shall be terminated effective upon Contractor's receipt of a written termination notice from BUSD. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying BUSD of the violation, Contractor shall bear all costs arising therefrom.

ARTICLE XV: COPYRIGHT

**Berkeley Unified School District
MEMORANDUM OF UNDERSTANDING**

Any written product produced as a result of this MOU shall be a work for hire and shall be the property of BUSD.

ARTICLE XVI: AMBIGUITY

The parties to this agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity

ARTICLE XVII: ASSIGNMENT

Without the prior written consent of BUSD, this MOU is not assignable by the Contractor, either in whole or in part.

ARTICLE XVIII: GOVERNING LAW

The validity of this MOU and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California. Venue for all litigation relative to the formation, interpretation, and performance of this MOU shall be in Alameda County, California.

CONTRACTOR

Contractor / Agency Name: **Oakland Unified School District**

Address: 1025 2nd Ave, Oakland, CA 94606

Contractor's Contact Person: David Yusem

Title: Program Manager, Restorative Justice

Telephone: e-mail: 510-710-1269, david.yusem@ousd.k12.ca.us

Signature: _____

David Yusem
Bueckling, Coordinator

Date: 10.8.12

10.8.12

BERKELEY UNIFIED SCHOOL DISTRICT

By Superintendent / Deputy: _____

Signature: _____ Date: _____

OAKLAND UNIFIED SCHOOL DISTRICT

Jody London

Jody London
Member, Board of Education
Edgar Rakestraw, Jr.

Edgar Rakestraw, Jr., Secretary
Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: *Marian McCallister*

Marian McCallister
Assistant General Counsel

File ID Number: 12-2830
Introduction Date: 12/12/12
MOU Enactment Number: 12-2969
Enactment Date: 12/12/12
By: *[Signature]*

**Restorative Justice Tier 1 Training:
 BUSD October 8, 2012, 8:30 a.m.-3:00 p.m.**

Training Objectives

Participants will be introduced to:

- School-based RJ theory and practice
- Restorative conversations
- The restorative justice circle process (The training will be held in circle)

Breakfast served from 8:00 -8:30am

Topic	Lead	Activities	Time	Duration	Comments
Opening	Luu	Poem, Film, Music, or other activity to mark the space and time as a special one	8:40 – 8:45a	5 min.	Heartfelt Appreciation of SSO's.
Welcome, Objectives, Agenda Review	Yusem	<ul style="list-style-type: none"> • Welcome • Training Objectives. No one here to tell you how to do your job • Training Agenda • Briefly Explain Elements of Circle Process & Different Components of a Circle (Talking Piece, Centerpiece, Types of Circles, Circle Keeper, Opener, etc.) 	8:45 – 8:55a	10 min.	One Large Circle (no tables or barriers) Agenda on Chart Paper
Introductions/ Check-In/Trust-Building	Luu	<ul style="list-style-type: none"> • Name, what school, how are you feeling today • How do SSO's contribute to 3 A's (Achievement, attitude, attendance)? • What's the hardest thing about your job? • What do you take pride in about your job? • How are things different now than the way it used be? 	8:55 – 10:00	65 min.	Name and role at BUSD, how you are feeling right now and one thing you noticed on the way to the training this morning
Guidelines Values Norms	Yusem	<ul style="list-style-type: none"> • These values will be our values for today • Name a value that is important to you for your work at BUSD • Create shared guidelines (chart) 	10:00 – 10:20	20 min.	Materials: Paper plates, Markers & Chart Paper
Break			10:20-10:35a	15 min.	

Concentric Circles Trust-Building Exercise	Yusem	List of Questions for concentric circles: choose questions from list 1. What is your favorite ice cream flavor? 2. What kind of student were you in high school? 3. Name a teacher who had an impact on you? 4. What does it mean to come from a community affected by violence? 5. What does the word discipline mean to you? 6. What is the difference between discipline and punishment? 7. How do SSO's contribute to 3 A's (Achievement, attitude, attendance) 8. What's the hardest thing about your job? 9. What do you take pride in about your job? 10. How are things different now than the way it used be	10:35-11:05	30 min.	
PPT: What is RJ? RJ at OUSD And Discussion	Yusem	Participants will: <ul style="list-style-type: none"> • Be introduced to paradigm shift RJ invites, principles, practices, STPP. • Race and Discipline • Why we need RJ • Understand how RJ is being implemented in OUSD – Three-tiered Whole School Approach • Relationship to other school climate and DMC strategies • Q&A 	11:05-12:00	55 min.	(1) Projector, Computer, Speakers (2) Handouts: RJ Info sheet, STPP material, 3-Tier Whole School Approach,
Lunch			12:00 – 1:00p	60 min.	
Video & Theory of conflict	Yusem	Watch Chicago police/youth circle video. Popcorn de-brief <ul style="list-style-type: none"> • Maybe ask how would you feel about sitting in circle with youth? <hr/> <ul style="list-style-type: none"> • Conflict word cloud • Conflict as actual or perceived needs not being met • Conflict through cultural lenses 	1:00-1:45	45 min	Debrief video Handout: I love fish, Ladder of assumptions Debrief in dyads or in large group
Theory: Range of Response	Yusem	Participants will: Be introduced to range of responses, social discipline window and restorative conversations	1:45-2:00	15 min.	Handout: Social Discipline Window (range of response)

Practice: Restorative Conversations Debrief	Yusem/Luu	<p>Note: Comment about restorative conversations as basic building block of all restorative practices. Anyone can do them anytime in a short period of time.</p> <p>Participants will engage in role-play in triads to learn how to use restorative questions and engage in restorative conversations as the basic building block of RJ practice. 3-5 minutes for each role-play.</p> <ol style="list-style-type: none"> 1) How did it feel to use the Restorative Questions? 2) What's challenging about using the Restorative Questions? 3) When can you use these questions? 4) What are potential roadblocks to using these questions? 5) How does this fit into PBIS or other strategies being used at BUSD to increase SEL or create positive school climate? 6) How does this fit into your role at school? 	2:00-3:00	60 min.	<p>Instructions:</p> <ol style="list-style-type: none"> 1. Move into groups of 3. Identify the student/school staff person and observer. Hand out minor/major sheet 2. Pick a minor behavior for student to role-play. 3. The staff person asks restorative questions 4. Next round, switch roles, 5. Report back to larger group and debrief <p>Materials: Restorative Questions</p>
Evaluations and Closing	Yusem	Round: "Name one way you can incorporate RJ into the work you do with students this year" or "What are you already doing that is restorative, and name one way you can use way you work with students this year"	3:00-3:30	30 min	Handouts: Evaluations

EPLS

Excluded Parties List System

**Search Results Excluded By
Firm, Entity, or Vessel : Berkeley Unified School District
as of 11-Oct-2012 9:19 PM EDT**

Your search returned no results.



Berkeley Unified School District ROUTING FORM

Contract, MOU and Amendment Approval

All Independent Contractor Agreement, MOU and Amendment Forms should be **routed to Purchasing Department first for tracking.** Purchasing will send the documents to the appropriate departments for funding approval, fingerprint clearance and approval from the appropriate Division Head. You may contact Purchasing Department or Business Services to find out where your document is within the process.

Contract Vendor	
Contractor Name: Oakland Unified School District	Contract Total Amount: \$2,000 maximum
General Requisition Attached : #	Date: October 8, 2012
Originator / Requestor: Susan Craig	Phone #: 707-644-6316

Attachments and Information required and submitted with this Routing Form			
Ind Contract Agreement	MOU	Amendment to Contract	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Indicate Contract Type
<input type="checkbox"/>			Independent Contractor Agreement
<input type="checkbox"/>			Attachment A - Description of Services
<input type="checkbox"/>			Attachment B - Fingerprint Requirement/Waiver Request
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Attachment C - IRS form W9
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Attachment D - DE542 EDD Report of Independent Contractor
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Attachment E - Contractor Evidence of Insurance MUST BE ATTACHED
<input type="checkbox"/>			Attachment F - Copies of all applicable licenses, registrations and certifications
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	General Requisition
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Board Memorandum (if total contract amount is or will be over \$50k)
		<input type="checkbox"/>	Copy of original Purchase Order - for amendments

This area for use <i>Only</i> by DISTRICT CENTRAL STAFF		
Division Head - for contracts over \$10,000		
Print Name	Signature	Date

Fiscal Services - for Budget Review		
Print Name	Signature	Date

Deputy Superintendent/Superintendent - Final Approval		
Print Name	Signature	Date

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

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

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

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

Attachment Checklist

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

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

Contractor Information

Contractor Name	Berkeley Unified School District	Agency's Contact	Susan Craig, Ed.D.		
OUSD Vendor ID #	1000566	Title	Director, Student Services		
Street Address	2020 Bonar Street, Room 112	City	Berkeley	State	CA Zip 94702
Telephone	(510) 644-6316	Email (required)	susanraig@berkeley.net		
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	10/08/2012	Date work will end	11/09/2012	Other Expenses	\$
Pay Rate Per Hour (required)	\$	Number of Hours (required)			

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
			5825	\$
			5825	\$
			5825	\$
Requisition No. (required)			Total Contract Amount	\$ 0.00

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	David Yusem	Phone	(510) 273-1534
	Site / Department	922/Family, School, & Community Partnerships Department		Fax	(510) 273-1501
	Signature	<i>David Yusem</i>		Date Approved	
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" 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	<i>Buechling</i>		Date Approved	10-8-12
	Signature (if using multiple restricted resources)			Date Approved	
3.	Regional Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site <input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>Curtis Saub</i>		Date Approved	10-27-2012
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
	Signature	<i>Maria Santos</i>		Date Approved	11-6-2012
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved		Denied - Reason	Date
Procurement	Date Received			PO Number	

