Board Office Use: **Legislative File Info.**	
File ID Number	12-1245
Introduction Date	06/13/2012
Enactment Number	12-1512
Enactment Date	6-13-12

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To 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 Contract Amendment - 1
Cantare Convivo Oakland CA (Contractor, City/State) -
Lincoln School (site/department)

Action Requested

Ratification by the Governing Board of the amendment to the professional services contract between the District and Cantare Convivo. Services to be primarily provided to Lincoln School for the period of 05/01/2012 through 06/15/2012, in an amount not to exceed $ 5,402.00.

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

Cantare Children's Choirs will provide quality music education and meaningful musical experiences that foster a lifelong love of music. In doing so, students will develop increased self-esteem, through discipline, teamwork and healthy social behavior, providing them with essential tools for living successful and productive lives.

Discussion
One paragraph summary of the amended scope of work.

Weekly sessions in each classroom will support language arts development for English Learners in K-2 classrooms. Curriculum will help English Language Learners strengthen speaking and reading comprehension skills to assist students in improving CELDT levels. Curriculum will provide supplemental activities for English Language Learners to practice grade-level vocabulary lists.

Recommendation

Ratification by the Governing Board of the amendment to the professional services contract between the District and Cantare Convivo. Services to be primarily provided to Lincoln School for the period of 05/01/2012 through 06/15/2012, in an amount not to exceed $ 5,402.00.

Fiscal Impact

Funding resource name (please spell out) Title I
not to exceed $ 5,402.00

Attachments

- Contract Amendment
- Copy of original contract

Board Office Use: Legislative File Info.	
File ID Number	12-1245
Introduction Date	06/13/2012
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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Cantare Convivo (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 9/15, 2012, and the parties agree to amend that Agreement as follows:

1. **Services:** ☐ The scope of work is unchanged. ■ The scope of work has changed.

If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

☐ Revised scope of work attached. **OR**, The CONTRACTOR agrees to provide the following amended services:

Weekly sessions in each classroom will support connections between music, language arts development, and history for English Learners in Grades 2-5 classrooms. This curriculum of choral music will increase students' proficiency in language arts and social studies through connecting music to the established curriculum.

2. **Terms** (duration): ☐ The term of the contract is unchanged. ■ The term of the contract has changed.

If the term has changed: The contract term is extended by an additional 7 Weeks (days/weeks/months), and the amended expiration date is 06/15/2012.

3. **Compensation:** ☐ The contract price is unchanged. ■ The contract price has changed.

If the compensation has changed: The contract price is amended by

■ Increase of $ 5,402.00 to original contract amount

☐ Decrease of $ _____ to original contract amount

and the new contract total is Fifteen Thousand Five Hundred and fifty-five cents dollars ($ 15,500.55)

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

5. **Amendment History:**

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

María Santos — 5-16-12

☐ President, Board of Education — Date

■ Superintendent or Designee

Edgar Rakestraw, Jr., Secretary — Date
Board of Education

CONTRACTOR

Julie K Haydon — 4/26/12

Contractor Signature — Date

Julie Haydon , Director

Print Name, Title

CERTIFIED:

Edgar Rakestraw, Jr., Secretary — 6/14/12
Board of Education

New Req. No.	R0204658	P.O. No.	P1202991

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

☐ **Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number:_____

■ **Action Item added as modification to Board Approved SPSA –** Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the SPSA modification was approved.
3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the SPSA modification was approved.

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is **not** 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 WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]**

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

Weekly sessions in each classroom will support connections between music, language arts development, and history for English Learners in Grades 2-5 classrooms. This curriculum of choral music will increase students' proficiency in language arts and social studies through connecting music to the established curriculum.

SCOPE OF WORK

Cantare Convivo will provide a maximum of 90.00 hours of services at a rate of $ 60.00 per hour for a total not to exceed $5,402.00. Services are anticipated to begin on 05/01/2012 and end on 06/15/2012.

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

   Weekly sessions in each classroom will support connections between music, language arts development, and history for English Learners in Grades 2-5 classrooms. This curriculum of choral music will increase students' proficiency in language arts and social studies through connecting music to the established curriculum.

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

   English Language Learners will demonstrate their increased language arts skills through special presentations for parents and the school community. In addition, parents of English Language learners will participate in special activities that will promote parent engagement and help develop fluency.

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

   - ☑ Ensure a high quality instructional core
   - ☐ Develop social, emotional and physical health
   - ☑ Create equitable opportunities for learning
   - ☑ High quality and effective instruction
   - ☑ Prepare students for success in college and careers
   - ☐ Safe, healthy and supportive schools
   - ☑ Accountable for quality
   - ☐ Full service community district

Professional Services Contract
Amendment Routing Form 2011-2012

Directions

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

Attachment Checklist
- ■ Contract
- ■ Amended
- ■ Copy of original contract

OUSD Staff Contact *Emails about this contract should be sent to:*

Contractor Information

Contractor Name		Address Contact	
SAP Vendor #		Title	
		City	State ZIP
Telephone		Email	

Compensation and Terms – Must be within the OUSD Billing Guidelines

Budget Information

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

Approval and Routing (in order of approval steps)

Board Office Use: Legislative File Info.	
File ID Number:	21-3716
Introduction Date:	11/01/2021
Enactment Number:	21-2382
Enacted Date:	11-16-21

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

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: 09/15/2011 Work shall be completed by: 02/28/2012 Total Fee: $10,098.55

OAKLAND UNIFIED SCHOOL DISTRICT

María Santos — 10-12-11
☐ President, Board of Education — Date
☐ *Superintendent or Designee*

Secretary, Board of Education — Date

CONTRACTOR

Julie K Haydon — 9/1/11
Contractor Signature — Date

Julie Haydon — Director
Print Name, Title

Certified:

Edgar Rakestraw, Jr. — 11/17/11
Edgar Rakestraw, Jr., Secretary
Board of Education

File ID Number: 11-2716
Introduction Date: 11-7-11
Enactment Number: 11-2382
Enactment Date: 11-16-11
By: JJ

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

Weekly sessions of choral instruction in each classroom will support language arts development for English Learners in K-2 classrooms. Curriculum will help English Language Learners strengthen speaking and reading comprehension skills to assist students in improving CELDT levels. Curriculum will provide supplemental activities for English Language Learners to practice grade-level vocabulary lists.

SCOPE OF WORK

Cantare Convivo will provide a maximum of 169.00 hours of services at a rate of $ 60.00 per hour for a total not to exceed $10,098.55. Services are anticipated to begin on 09/15/2011 and end on 02/28/2012.

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

   Weekly sessions in choral instruction in each classroom will support language arts development for English Learners in K-2 classrooms. Curriculum will help English Language Learners strengthen speaking and reading comprehension skills to assist students in improving CELDT levels. Curriculum will provide supplemental activities for English Language Learners to practice grade-level vocabulary lists.

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   1. Students will receive choral instruction linked to Language Arts instruction. The use of choral instruction will increase reading comprehension and improve vocabulary proficiency. As a result of this multi-modal approach, more students are likely to reach grade level proficiency in English/Language Arts. The more that students that are at grade level in reading, the more likely they are to graduate in high school. We estimate that 10% more of our students will graduate high school as a result of this contract.
   2. Lincoln has an excellent attendance rate (99%) and there are many factors that contribute to this high percentage. One of the factors is that students are engaged and enthusiastic learners due to our "enriched curriculum" that includes music instruction. We estimate that our school wide attendance will increase .5% as a result of this contract.
   3. As mentioned in #1, the use of choral instruction will increase reading comprehension and improve vocabulary proficiency, which will ultimately contribute to students being more successful in high school, college and career. We estimate that 10% more of our students will have meaningful internships and paying jobs as a result of this contract.
   4. As mentioned in #1, students performing at grade level in reading will be more successful in career and which will also improve their agency in having access to health services. 10% more students will have access to health care as a result of this contract.

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

- [x] Ensure a high quality instructional core
- [ ] Develop social, emotional and physical health
- [x] Create equitable opportunities for learning
- [x] High quality and effective instruction
- [ ] Prepare students for success in college and careers
- [ ] Safe, healthy and supportive schools
- [x] Accountable for quality
- [ ] Full service community district

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