

Board Office Use: Legislative File Info.	
File ID Number	13-0107
Introduction Date	Feb 13, 2013
Enactment Number	13-0315
Enactment Date	Feb 13, 2013 OK



**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 Feb 13, 2013
(To be completed by Procurement)

Subject Professional Services Contract Amendment - 1
Anika Hardy Oakland CA (Contractor, City/State) -
910/Early Childhood Education (site/department)

Action Requested Ratification by the Governing Board of the amendment to the professional services contract between the District and Anika Hardy. Services to be primarily provided to 910/Early Childhood Education for the period of 10/15/2012 through 03/16/2013, in an amount not to exceed \$ 21,000.00.

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

During last year's Department of Education Child Development Division compliance review, it was recommended that the ECE department reorganized the enrollment process in order to meet enrollment expectations and to comply with the required enrollment documents for children and families. Based on these recommendations, the ECE office has begun a reorganization to meet the state compliance recommendation and to maintain enrollment at the states expected levels to meet the contract funding. In order to meet these requirements, the ECE office has formed a partnership with the Family Schools Community Partnership Student Assignment Center for Preschool to 12 enrollment.

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 District and Anika Hardy, Oakland, CA, for the latter to provide support for the preschool enrollment and outreach process to learn the required staff laws, rules and regulations set forth by the Department of Social Services and the Department of Education Child Development Division; consultant will provide training and support on the enrollment process including the regulations in order to provide outreach and engage new families for enrollment into preschool; this reorganization will allow for this position to work with the Family Schools Community Partnership Student Assignment Center to meet the enrollment qualifications and to provide a seamless enrollment process for the period of October 15, 2012 through the extended contract term of March 16, 2013, in the amount of \$21,000.00, increasing the agreement from \$14,000.00 to a not to exceed amount of \$35,000.00.

Recommendation Ratification by the Governing Board of the amendment to the professional services contract between the District and Anika Hardy. Services to be primarily provided to 910/Early Childhood Education for the period of 10/15/2012 through 03/16/2013, in an amount not to exceed \$ 21,000.00.

Fiscal Impact Funding resource name (please spell out) General Childcare
not to exceed \$ 21,000.00

Attachments

- Contract Amendment
- Copy of original contract

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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 Anika Hardy (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on October 15, 2012, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work has changed. ONLY the funding source 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:

Consultant's contract term will be extended to March 16, 2013.

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 3 months (days/weeks/months), and the amended expiration date is 03/16/2013.

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 \$ 21,000.00 to original contract amount

Decrease of \$ _____ to original contract amount

and the new contract total is Thirty-five thousand dollars (\$ 35,000.00)

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

CONTRACTOR

Maria Santos 1-13-13
 President, Board of Education Date

Anika Hardy 1/4/13
 Contractor Signature Date

Certified:
Edgar Rakestraw, Jr.
 Edgar Rakestraw, Jr., Secretary
 Board of Education Date

Anika Hardy, Consultant (Enrollment & Outreach Coordinator)
 Print Name, Title

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.

Ratification by the Board of Education of Amendment No. 1 of the Professional Services Contract between District and Anika Hardy, Oakland, CA, for the latter to provide support for the preschool enrollment and outreach process to learn the required staff laws, rules and regulations set forth by the Department of Social Services and the Department of Education Child Development Division; consultant will provide training and support on the enrollment process including the regulations in order to provide outreach and engage new families for enrollment into preschool; this reorganization will allow for this position to work with the Family Schools Community Partnership Student Assignment Center to meet the enrollment qualifications and to provide a seamless enrollment process for the period of October 15, 2012 through the extended contract term of March 16, 2013, in the amount of \$21,000.00, increasing the agreement from \$14,000.00 to a not to exceed amount of \$35,000.00.

SCOPE OF WORK

Anika Hardy will provide a maximum of 420.00 hours of services at a rate of \$ 50.00 per hour for a total not to exceed \$21,000.00. Services are anticipated to begin on 10/15/2012 and end on 03/16/2013.

- 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.

The school Readiness enrollment & outreach consultant will be responsible for coordination, initiating, & participating in community-wide collaborative planning meetings, events, & data analysis in support of boosting internal & external awareness & interest in enrolling children in OUSD preschools, OUSD "Summer PreK to K" bridge programs, & OUSD transitional & Traditional Kindergarten across the district. In order to support the preschool enrollment and outreach process, consultant will support the ECE Student Assignment Office with reorganization of processes, training, and outreach.

- 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.

As a result of the OUSD Early Childhood Education (ECE) and the California Department of Education (CDE) contract, this will be positioned to be fully met, and OUSD preschools and after school programs will be posed to become fully enrolled, via collaborative efforts with the OUSD Full Service Community School After School Program. Transitional and Traditional enrollment numbers will increase, and first time first grade numbers will decrease. This contract will begin to set the foundation for a final draft OUSD ECE Enrollment strategic plan that will be developed in full collaboration with the OUSD K-12 Enrollment office, will serve to align and strengthen enrollment centers, system, and communication structures. This contract will help to support the design and delivery of four city-wide Family School Readiness Summits to be held throughout the year (in conjunction with AAMA, Oakland Literacy Coalition, Oakland Head Start, and Oakland Housing Authority), centered on the following four research-based topics: Multiple literacy, Attendance in the Early Years, and Health & Wellness.

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input checked="" type="checkbox"/> Accountable for quality |
| <input checked="" type="checkbox"/> High quality and effective instruction | <input checked="" type="checkbox"/> Full service community district |

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.
-

Board Office Use: Legislative File Info.	
File ID Number	12-2795
Introduction Date	12-12-12
Enactment Number	12-2966
Enactment Date	12/12/12 OS



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To 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) 12/12/12

Subject Professional Services Contract -
Anika Hardy (contractor, City State)
Central Office, Room 301 (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Anika Hardy. Services to be primarily provided to Central Office, Room 301 for the period of 10/15/2012 through 12/15/2012.

Background
A one paragraph explanation of why the consultant's services are needed.

The OUSD Early Childhood Education program has traditionally struggled to meet enrollment levels set both through the CA Dept. of Ed. Child care & state PreK contracts, nor has it been able to meet the enrollment expectations of the four-week Alameda 1st 5 Children & Families Commission Summer PreK to K bridge program offered through OUSD summer elementary schools. In addition, OUSD has historically high numbers of students who enter into our K-12 system for the first time, in first grade - resulting in dramatic differences in school readiness & differentiated instructional needs

Discussion
One paragraph summary of the scope of work.

The OUSD Early Childhood Education program has traditionally struggled to meet enrollment levels set both through the CA Dept. of Ed. Child care & state PreK contracts, nor has it been able to meet the enrollment expectations of the four-week Alameda 1st 5 Children & Families Commission Summer PreK to K bridge program offered through OUSD summer elementary schools. In addition, OUSD has historically high numbers of students who enter into our K-12 system for the first time, in first grade - resulting in dramatic differences in school readiness & differentiated instructional needs for our first time, first graders, compared to their peers who have had previous PreK, TK, &/or K learning opportunities. +

Recommendation Ratification of professional services contract between Oakland Unified School District and Anika Hardy. Services to be primarily provided to Central Office, Room 301 for the period of 10/15/2012 through 12/15/2012.

Fiscal Impact Funding resource name (please spell out) _____ not to exceed \$ 14,000.00

Attachments

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Commercial General Liability Insurance Certification
- TB screening documentation
- Statement of qualifications

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File ID Number	12-2795
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Enactment Number	12-2766
Enactment Date	12/12/12 OR



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Anika Hardy (CONTRACTOR). 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:** The 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 10/15/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 12/15/2012.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Fourteen Thousand Dollars (\$ 14,000.00). 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: Food reimbursement for School Readiness events, not to exceed \$5.00 per person.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the 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.

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* Never 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.

- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

OUSD Representative:

Name: Michelle Grant-Groves
Site /Dept.: Central Office, Room 301
Address: _____
Oakland, CA
Phone: (510) 273-3246

CONTRACTOR:

Name: Anika Hardy
Title: Consultant
Address: _____
Phone: _____

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.

8. 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.

1. 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:
 - i. 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 a 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:
 - 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.

11. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

Professional Services Contract

12. **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**
 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.

Contractor initial:
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT 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:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

- 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.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of 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>)

Summary of terms and compensation:

Anticipated start date: 10/15/2012 Work shall be completed by: 12/15/2012 Total Fee: \$ 14,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Marie Santos
 President, Board of Education
 Superintendent or Designee

11-6-2012
Date

Anika Hardy 10/9/12
 Contractor Signature Date

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

12/13/12
Date

Anika Hardy Consultant
Print Name, Title

File ID Number: 12-2795
 Introduction Date: 12/12/12
 Enactment Number: 12-2966
 Enactment Date: 12/12/12
 By: O.S.

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.

The OUSD Early Childhood Education program has traditionally struggled to meet enrollment levels set both through the CA Dept. of Ed. Child care & state PreK contracts, nor has it been able to meet the enrollment expectations of the four-week Alameda 1st 5 Children & Families Commission Summer PreK to K bridge program offered through OUSD summer elementary schools. In addition, OUSD has historically high numbers of students who enter into our K-12 system for the first time, in first grade - resulting in dramatic differences in school readiness & differentiated instructional needs for our first time, first graders, compared to their peers who have had previous PreK, TK, &/or K learning opportunities. This contract will help to increase ECE enrollment and alignment with the K-12 internal systems, increase public awareness & engagement around the importance of School Readiness experiences, increase internal alignment systems through enrollment/attendance data analysis, and reduce the # of first time, first grade students.

SCOPE OF WORK

Anika Hardy will provide a maximum of 280.00 hours of services at a rate of \$ 50.00 per hour for a total not to exceed \$14,000.00. Services are anticipated to begin on 10/15/2012 and end on 12/15/2012.

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.

The School Readiness Enrollment & Outreach consultant will be responsible for coordinating, initiating, & participating in community-wide collaborative planning meetings, events, & data analysis in support of boosting internal & external awareness & interest in enrolling children in OUSD preschools, OUSD "Summer PreK to K" bridge programs, & OUSD Transitional & Traditional Kindergartens across the district, with particular emphasis on Region 3, and Region 1 heartland schools. All meetings & events for the OUSD School Readiness initiatives will be centered around the following four research-based pillars for families in the early years & early grades: Multiple Literacies in a 21st Century world, Attendance, Nutrition, & Health & Wellness.

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.

As a result of this contract, the OUSD ECE CA Dept. of Education contract will be positioned to be fully met, and OUSD preschools and afterschool programs will be poised to become fully enrolled, via collaborative efforts with the OUSD Full Service Community School After School Program. The summer "PreK to K" bridge program will be fully staffed and fully enrolled, at least 3-weeks prior to the start date. Transitional and Traditional enrollment numbers will increase, and first time first grade numbers will decrease. This contract will begin to set the foundations for a final draft OUSD ECE Enrollment strategic plan that will be developed in full collaboration with the OUSD K-12 Enrollment office, and will serve to align and strengthen both enrollment centers, systems, and communication structures. This contract will help to support the design and delivery of four city-wide Family School Readiness Summits to be held throughout the year (in conjunction with AAMA, Oakland Literacy Coalition, Oakland Headstart, and Oakland Housing Authority), centered on the following four research-based topics: Multiple Literacies, Attendance in the Early Years, Nutrition, and Health & Wellness.

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

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.
-

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSNTIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Individual : Anika Hardy
 As of 09-Oct-2012 6:09 PM EDT
 Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

School Readiness Enrollment & Outreach Coordinator**Roles & Responsibilities****General Overview:**

The School Readiness Enrollment & Outreach Coordinator will be responsible for coordinating and initiating community-wide collaborative planning meetings, events, and data analysis in support of boosting public awareness and interest in enrolling in OUSD Preschools and the OUSD Summer "PreK to K" Program (sponsored by Alameda First 5 Children and Families Commission). All meetings and events for the OUSD School Readiness initiatives will be centered around the following research-based topics in the early years and early grades: Standards, Instruction, Assessment, Differentiation, Multiple Literacies, Attendance, Nutrition, and Health and Wellness. The Summer "PreK to K" Program will require logistical planning, implementation, and support in partnership with the OUSD School Readiness Program Coordinator and OUSD ECE and K-12 Enrollment Offices, OUSD Summer School, OUSD Human Resources, and First 5. This programmatic leadership coordination is in direct support of the OUSD P-12 Strategic Plan for Cradle to Career alignment efforts, and our collaborative School Readiness initiatives with multiple community partners.

Supervisory Structure:

- This position reports directly to Director of Early Childhood Education, in partnership with the 0-8 Early Education Coordinating Officer
- All communication, activities, systems alignment, and new communication protocol recommendations are to be cc'd and vetted with the OUSD Executive Director of Early Childhood Education and the OUSD 0-8 Early Education Coordinating Officer
- The School Readiness Program Coordinator and the School Readiness Enrollment and Outreach Coordinator will work together as team to align and support one another's School Readiness efforts for OUSD and the Oakland Community at large

2012-13 General Responsibilities:

- Articulation of a comprehensive, month-by-month work-plan for 2012-14
- Actively support and articulate the 0-8 (P-3), and P-12 instructional alignment vision to all internal and external partners, instructional staff, specialists, and consultants
- Meet weekly with the OUSD ECE and SABTO enrollment teams to share ideas, plans, suggestions, challenges regarding outreach and enrollment efforts: planning, implementing, and evaluating OUSD ECE outreach campaigns, outreach analysis, weekly enrollment analysis, fiscal scenario support re: enrollment projections to the ECE Director, etc.
- Support the OUSD Summer "PreK to K" Program via aggressive and innovative enrollment activities and public relations. Also through coordination and communication for the SPK program through clear communication and planning with OUSD HR, Summer School Office, Enrollment (ECE & SABTO), Principals, and REXOs
- Work closely with the ECE Director and SABTO Director to create and sustain a seamless P-12 enrollment system for children and families (PreK, TK, K, and 1st), including the Summer PreK to K Program
- Attend the Oakland Education Cabinet, Birth to 8 Subcommittee as the OUSD School Readiness Enrollment & Outreach Coordinator
- Attend local and regional ECE community policy and planning meetings at least every other month – if not every month as the OUSD School Readiness Enrollment and Outreach Coordinator
- Possibly support and participate in the monthly collaborative meetings with Oakland Headstart and Unity Council School Readiness Leadership (Co-developed with the OUSD School Readiness (SR) Program Coordinator)
- Attend and participate in OUSD ECE Site Administrator meetings at least once a month to share out School Readiness efforts, events, and gain feedback and ideas from Site Administrators (In partnership with the SR Program Coordinator)
- Support the OUSD School Readiness Task Force focused on the development of a "Passport to Success" template and transition plan for all OUSD TK and Kindergarten teachers to receive by the first week of school in 2013-14, as needed
- Support the 10+ School Readiness Community events for Oakland families (ie. logistics, translation, food, facilities, public relations and communication, internal awareness building within OUSD, etc.)
- Work closely with the ECE team at RAD to support P-12 data alignment efforts, specific to the data transfer of PreK to K student and enrollment data
- Support the development and implementation of a 0-8 instructional data system (TBD) with the ECE team at RAD, and the OUSD 0-8 Early Education Coordinator
- Creation and delivery of a comprehensive, end of year report, along with recommendations for further grade level alignment implementation in 2013-14



GENERAL LIABILITY INSURANCE WAIVER REQUEST FORM

INSTRUCTIONS

1. In order to qualify for a waiver of Oakland Unified School District's requirement of general liability insurance, it is necessary to satisfy the following conditions:
 - Contract is for less than \$50,000
 - Sole proprietor
 - Worked with OUSD in past
 - Good evaluation on prior work
 - No prior complaints, problems, injuries from prior contracts
2. Complete the form below.
3. Attach this Waiver Request Form to the original Contract for Professional Services so it is processed along with the Contract.

Contractor Name: Anika Hardy

Address: 3810 Maybelle Avenue, Apt 3
Oakland, CA 94619

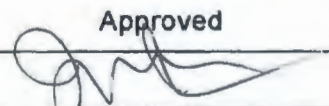
Tax ID/Social Security No. _____ OUSD Vendor No. VO3669

I/we request a waiver of the general liability insurance requirement. I/we certify that I/we meet the above criteria.

Date: 10/18/12

Title: Jerry Johnson,
Director, Risk Management.

For District Use Only

Approved	Not Approved	Date
		

Requisition No. _____ P.O. No. _____



Oakland Unified School District

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Rm 301
Stamps
RET'D OCT 31 2012

RECEIVED
OCT 13 2012

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.epils.gov/epils/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 Email about this contract should be sent to (required): **Michelle Grant-Groves**

Contractor Information

Contractor Name	Anika Hardy	Agency's Contact	
OUSD Vendor ID #	I005848	Title	Consultant
Street Address	3810 Maybelle Ave., #3	City	Oakland
Telephone		State	CA
		Zip	94619
		Email (required)	anika.hardy@ousd.k12.ca.us
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	10/15/2012	Date work will end	12/15/2012	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 50.00	Number of Hours (required)	280.00		

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
7090	EIASCE	9221110215	5825	\$ 14,000.00
			5825	\$
			5825	\$
Requisition No. (required)	R0308924		Total Contract Amount	\$ 14,000.00

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.epils.gov/epils/search.do>)

1.	Administrator / Manager (Originator)	Name	Michelle Grant-Groves	Phone	(510) 273-3246
	Site / Department	Central Office, Room 301		Fax	
	Signature			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 MSPN/12				
	Signature			Date Approved	10/18/2012
	Signature (if using multiple restricted resources)				
3.	Regional Executive Officer	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site			
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature				
	Date Approved				
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate Under <input type="checkbox"/> Over <input type="checkbox"/> \$50,000			
	Signature			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	P1303587



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