

Board Office Use: Legislative File Info.	
File ID Number	14-1002
Introduction Date	6/11/14
Enactment Number	14-0928
Enactment Date	6/11/14



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
 Gary Yee Ed.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)

Subject Professional Services Contract Amendment - 1
Erminda Garcia Phoenix AZ (Contractor, City/State) -
909/Leadership, Curriculum, & Instruction (site/department)

Action Requested Ratification by the Governing Board of the amendment to the professional services contract between the District and Erminda Garcia. Services to be primarily provided to 909/Leadership, Curriculum, & Instruction for the period of 01/30/2014 through 06/30/2014, in an amount not to exceed \$ 3,500.00.

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

Bilingual and English Learner Programs has identified areas of need dealing with support for dual language programs. Erminda Garcia is an veteran teacher and expert practitioner of dual language programs. She has worked in multiple arenas to promote the continual growth and improvement of dual language programs. This contract would provide professional learning for the OUSD Dual Language Inquiry Cohort on research proven practices of dual language programs and in classroom support for teachers to realize the implementation of such practices.

Discussion
One paragraph summary of the amended scope of work.

Amendment No. 1 of a contractor for services between OUSD and Erminda Garcia Phoenix, AZ, for the latter to provide 46.67 hours to complete summer training for teachers in the EDL and DRA assessments, to assist teachers in analyzing final data, provide summer professional development focused on Spanish writing opportunities for students in Dual Language classrooms; To complete work with PK1 Dual Language PLC specifically with Jose Gomez and Jamilah Sanchez at CUES School through the period of January 30, 2014 through June 30, 2014 for an additional amount of \$3,500, increasing the original contract from \$15,000 to an amount not to exceed from \$18,500. All other terms remain in full force and effect.

Recommendation Ratification by the Governing Board of the amendment to the professional services contract between the District and Erminda Garcia. Services to be primarily provided to 909/Leadership, Curriculum, & Instruction for the period of 01/30/2014 through 06/30/2014, in an amount not to exceed \$ 3,500.00.

Fiscal Impact Funding resource name (please spell out) TITLE 3-ELD-STAFF DEVELOPMENT not to exceed \$ 3,500.00

Attachments

- Contract Amendment
- Copy of original contract

Board Office Use: Legislative File Info.	
File ID Number	14-1002
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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 Erminda Garcia (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on January 30, 2014, 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:
New scope of work includes
To complete training for teachers in the EDL and DRA assessments; To assist teachers in analyzing final data sets to show reading growth for the school year 2013-14; To assist teacher leader group in creating school DLL plan for next year; To provide summer professional development focused on Spanish writing opportunities for students in DLL classrooms; To complete work with PK1 DLL PLC specifically with Jose Gomez and Jamilah Sanchez at CUES School

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 _____ (days/weeks/months), and the amended expiration date is _____.

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 \$ 3,500.00 to original contract amount
 Decrease of \$ _____ to original contract amount
and the new contract total is Eighteen thousand five hundred dollars (\$ 18,500.00)

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

Maria Venter
 President, Board of Education
 Superintendent or Designee
S.S.D. Yee
Edgar Rakestraw, Jr., Secretary
Board of Education

5/21/14
Date
6/12/14
Date

CONTRACTOR

[Signature]
Contractor Signature
5/2/14
Date

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.

Amendment No. 1 of a contractor for services between OUSD and Erminda Garcia Phoenix, AZ, for the latter to provide 46.67 hours to complete summer training for teachers in the EDL and DRA assessments, to assist teachers in analyzing final data, provide summer professional development focused on Spanish writing opportunities for students in Dual Language classrooms; To complete work with PK1 Dual Language PLC specifically with Jose Gomez and Jamilah Sanchez at CUES School through the period of January 30, 2014 through June 30, 2014 for an additional amount of \$3,500, increasing the original contract from \$15,000 to an amount not to exceed from \$18,500. All other terms remain in full force and effect.

SCOPE OF WORK

Erminda Garcia will provide a maximum of 46.67 hours of services at a rate of \$75.00 per hour for a total not to exceed \$3,500.00. Services are anticipated to begin on 01/30/2014 and end on 06/30/2014.

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 contractor, Erminda Garcia, will :

- provide professional development on effective instructional strategies for Dual Language programs,
-work in collaboration with management and site administrators to plan professional learning for site leaders and teachers
-provide in classroom support for teachers to implement effective strategies
-inform professional development needed to sustain continued instructional growth in Dual Language programs across this district,

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 following will be created in support of dual language programs in Oakland Unified:

- Instructional and professional learning plans for dual language programs
-in class support structures for dual language teachers
-professional development recommendations for successful dual language programs

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
[x] Prepare students for success in college and careers
[x] Develop social, emotional and physical health
[x] Safe, healthy and supportive schools
[x] Create equitable opportunities for learning
[x] Accountable for quality
[x] High quality and effective instruction
[x] 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.
-

SAM Search Results
List of records matching your search for :

Search Term : erminda*
Record Status: Active

No Search Results

Board Office Use: Legislative File Info.	
File ID Number:	14-0550
Introduction Date:	04/09/2014
Enactment Number:	14-0592
Enactment Date:	04/09/2014 



Memo

To: Board of Education
From: GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent
Board Meeting Date: 04/09/2014
Subject: Professional Service Contract
Contractor: Erminda Garcia of Phoenix, AZ
Services for: 909-PROFESSIONAL DEVELOPMENT

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Erminda Garcia, Phoenix, AZ, for the latter to provide: 200 hours professional development and support to the Dual Language Cohort schools and will work in collaboration with management and site administrators to improve programs within OUSD. The Contractor will also collaborate with management to inform district policy recommendations to support sustainable Dual Language programs across this district for the period of 01/30/2014 through 06/30/2014 in an amount not to exceed \$15,000.00.

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

Bilingual and English Learner Programs has identified areas of need dealing with support for dual language programs. Erminda Garcia is an veteran teacher and expert practitioner of dual language programs. She has worked in multiple arenas to promote the continual growth and improvement of dual language programs. This contract would provide professional learning for the OUSD Dual Language Inquiry Cohort on research proven practices of dual language programs and in classroom support for teachers to realize the implementation of such practices.

Discussion:
 (QUANTIFY what is being purchased.)

200 hours professional development and support to the Dual Language Cohort schools and will work in collaboration with management and site administrators to improve programs within OUSD. The Contractor will also collaborate with management to inform district policy recommendations to support sustainable Dual Language programs across this district

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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Fiscal Impact: Funding resources below not to exceed \$15,000.00

\$15,000.00 TITLE III LEP STUDENT PROGRAM


Attachments: Professional Services Contract including Scope of Work

Waiver Summary

Resume / Statement of Qualifications

EPLS Search Results Page

Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

Ermina Garcia

This Agreement is entered into between _____ (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 01/30/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Fifteen thousand Dollars (\$15,000.00) [per fiscal year], at an hourly billing rate not to exceed \$75.00 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE, which shall not exceed a total cost of \$0.00.

- CONTRACTOR Qualifications / Performance of Services:**
CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

OUSD Representative:

Name: NICOLE KNIGHT
Site /Dept.: 909-PROFESSIONAL DEVELOPMENT
Address: 4551 Steele Street
Oakland, CA 94619
Phone: 510-336-7564

CONTRACTOR:

Name: Erminda Garcia
Title: Owner
Address: 7012 S. 38th Place
Phoenix, AZ 85042
Phone: 602-374-6975

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

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

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

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

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

13. **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 controlled substances, alcohol or tobacco on these sites.
 14. **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.
 15. **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.
 16. **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.
 17. **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.
 18. **Conduct of CONTRACTOR:** CONTRACTOR will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 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.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **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.
 20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate 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).
 21. **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.
 22. **Confidentiality:** 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

Professional Services Contract

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

23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/search.do>)

25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

MARIA SANTOS

03/10/2014

Erminda Garcia

03/11/2014

President, Board of Education

Date

Contractor eSignature

Date

Superintendent or Designee

GARY YEE

04/15/2014

Erminda Garcia, Owner

Secretary, Board of Education

Date

Print Name, Title

EXHIBIT “A” SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 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 contractor, Erminda Garcia, will :

- provide professional development on effective instructional strategies for Dual Language programs,
- work in collaboration with management and site administrators to plan professional learning for site leaders and teachers
- provide in classroom support for teachers to implement effective strategies
- inform professional development needed to sustain continued instructional growth in Dual Language programs across this district,

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 following will be created in support of dual language programs in Oakland Unified:

- Instructional and professional learning plans for dual language programs
- in class support structures for dual language teachers
- professional development recommendations for successful dual language programs

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 type="checkbox"/> Develop social, emotional and physical health | <input type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input checked="" type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

Action Item included in Board Approved CSSSP: (no additional documentation required)

– Item Number(s): Not Applicable
Private School or
OUSD Department

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

1. Relevant page of CSSSP 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 CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.



ContractsOnline: Contract Waiver Summary

Site Number-Name: 909-PROFESSIONAL DEVELOPMENT

Principal / Department Head: NICOLE KNIGHT

Contractor Name: Erminda Garcia

Business Name: Erminda Garcia

Contract Type: Standard

Anticipated Start Date: 01/30/2014

Contract End Date: 06/30/2014

Rate Type: HOURLY

Contract Amount: \$15,000.00

Applicable Waivers

Approved by Risk Management

Insurance-Reduction Waiver Status: NA

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

Other Reduction Amount: NA

Approval Date:

Approved by Deputy Superintendent

Billing Waiver Status: NA

Approval Date:

Fingerprint Waiver Status: NA

Approval Date:

TB Test Waiver Status: NA

Approval Date:

Ermindaga Garcia
14421 South Canyon Dr
Phoenix, Arizona 85048

ermindagar@aol.com
1-408-220-3703

Education: University of Utah, SLC, Utah
BA Elementary Education, 1974
M Ed Early Childhood, 1976
Arizona State University
24+ graduate hours

Credentials: Elementary Education K-8, State of Arizona, California, New Mexico, DC
Bilingual Endorsement, State of Arizona, California, New Mexico, DC
SEI full endorsement, State of Arizona

Current Position: Director of School Accountability
Isaac School District, Phoenix, Arizona

Classroom Experience

Academic Coach/First Grade Teacher	MK Udall, Isaac School District, 2004-2006
Language Art Coach	Holdeman School, Tempe District 2003-2004
Dual Language Teacher, First Grade	Holdeman School, Tempe District, 2002-2003
Lang Arts Coach/Kinder Teacher	Valle Vista, Albuquerque School District 2001-2002
Two-Way Immersion Teacher	Fairmount School San Francisco School District 1995-1997 1998-2001
Spanish Literacy District Coordinator	San Francisco School District 1997-1998
Bilingual Third and First Grade Teacher	Alianza School, Pajaro Valley District 1987-1994
Bilingual Specialist,	DC Public School District, 1992-1993
First grade teaching appointments in Arizona, Utah and California,	1997-1887

Other Personal Experiences: National SIOP Faculty Member 2005-present
Author, Avenues, Hampton Brown Publishers (ELD Literacy Program)
Author, Solares, Scholastic, Inc, Publishers (Spanish Literacy)
Authored over 10 articles in professional journals
Literacy Consultant 20+ years : Language Development/Writing

Honors: Accomplished Teacher, State of California, Center for the Future of Teaching and Learning, 1999-2001
First Grade Teacher: Profile of Effective Teaching, National Center for Research and of Cultural Diversity and Second Language Learning, Silver Medal Award 1998
Ambassador of Teaching Excellence, State of Arizona, 1985

BARBARY INSURANCE BROKERAGE/PHS
PO BOX 33015
SAN ANTONIO TX 78265

OAKLAND UNIFIED SCHOOL DISTRICT
900 HIGH ST
OAKLAND CA 94601



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BARBARY INSURANCE BROKERAGE/PHS 556527 P:(866) 467-8730 F:(888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730		FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:		
INSURED ERMINDA GARCIA 14421 S CANYON DR PHOENIX AZ 85048	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: Sentinel Ins Co LTD		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			57 SBM BE1214	11/28/2013	11/28/2014	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liab						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N		N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE- EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER**CANCELLATION**

OAKLAND UNIFIED SCHOOL DISTRICT
 900 HIGH ST
 OAKLAND, CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

For Mailbox



MAY 12 2014

REV'D

Scanned front page sent to Marilu Boytes 5/12/14

AMENDMENT ROUTING FORM

2013-2014

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1

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 Procurement.

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

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

Attachment Checklist

- Contract amendment packet including Board Memo and Amendment Form
Amended Scope of work (Be specific as to what additional work is being done by this consultant.)
A Board Approved copy of the original contract and any prior Amendments.

OUSD Staff Contact Emails about this contract should be sent to: (Required) marilu.boytes@ousd.k12.ca.us

Contractor Information

Table with Contractor Name (Ermind Garcia), Agency's Contact (Ermind Garcia), OUSD Vendor ID # (1005795), Title (Consultant), Street Address (7012 S. 38th Place), City (Phoenix), State (AZ), Zip (85042), Telephone ((480) 220-3703), Email (ermindagar@aol.com)

Compensation and Terms - Must be within the OUSD Billing Guidelines

Table with Original Contract Amount (\$15,000.00), Amended Amount (\$3,500.00), New Total Contract Amount (\$18,500.00), Original PO Number (P1406120), New Requisition # (R0411052), Start Date (01/30/14), End Date (06/30/2014), Pay Rate Per Hour (75.00), Number of Hours (46.67)

Budget Information

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

Table with Resource # (4203), Resource Name (TITLE 3-ELD-ST), Org Key (9091169205), Object Code (5825), Amount (\$3,500.00)

Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

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

Approval routing table with columns for Site Administrator or Manager, Resource Manager, Regional or Executive Officer, Deputy Superintendent, Superintendent or Board of Education, and Legal/Procurement status.

