

Board Office Use: Legislative File Info.	
File ID Number	12-2678
Introduction Date	11/14/12
Enactment Number	12-2799
Enactment Date	11-14-12



# 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) 11/14/12

**Subject** Professional Services Contract -  
 Eva La Oakland CA (contractor, City State)  
Bret Harte Middle School (site/department)

**Action Requested** Ratification of a professional services contract between Oakland Unified School District and Eva La. Services to be primarily provided to Bret Harte Middle School for the period of 9/15/12 through 6/15/13.

**Background**  
 A one paragraph explanation of why the consultant's services are needed.  
 Bret Harte is a large comprehensive middle school with a school wide Title 1 program and large percentage of students are in free/reduced lunch program and a large population of Vietnamese and Chinese speaking parents. Parent-school communication is vital for student achievement.

**Discussion**  
 One paragraph summary of the scope of work.  
 Ms. La will provide additional support to parents and students to increase the students academic achievement. Specific duties include: Meet with 2-3 parents or families on Wednesdays and Fridays. Reply to parents' emails; assist with parent engagement with SSC and ELAC; communicate with parents about EL programs placement; contribute to Bret Harte newsletters; organize and/or facilitate workshops for parents about how to support students' academic achievement in school and home.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Eva La. Services to be primarily provided to Bret Harte Middle School for the period of 9/15/12 through 6/15/13.

**Fiscal Impact** Funding resource name (please spell out) Parent Ed  
not to exceed \$ 2000

- 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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OAKLAND UNIFIED SCHOOL DISTRICT

**PROFESSIONAL SERVICES CONTRACT 2012-2013**

This Agreement is entered into between the Oakland Unified School District (OUSD) and Eva La (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 9/15/12, 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 6/15/13.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Two Thousand and 00/00 \*\*\*\*\* Dollars (\$2000). 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: \_\_\_\_\_.

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:* \_\_\_\_\_ which shall not exceed a total cost of \$ \_\_\_\_\_.
- 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:

**OUSD Representative:**

Name: Tom Hughes  
Site /Dept.: Bret Harte Middle School  
Address: 3700 Coolidge Avenue  
Oakland, CA  
Phone: (510) 531-6400

**CONTRACTOR:**

Name: Eva La  
Title: Consultant  
Address: 3354 Arkansas Street  
Oakland CA 94602  
Phone: (510) 261-8128

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 at 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.

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:   e  

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).

- 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: 9/15/12 Work shall be completed by: 6/15/13 Total Fee: \$ 2000

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos  
 President, Board of Education  
 Superintendent or Designee  
 \_\_\_\_\_  
 Secretary, Board of Education

10-2-2012  
 Date  
 \_\_\_\_\_  
 Date

CONTRACTOR

Eva La  
 Contractor Signature  
8/20/12  
 Date  
 \_\_\_\_\_  
 Print Name, Title  
 Consultant

**Certified:**

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

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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.

Ms. La will provide additional support to parents and students to increase the students' academic achievement. Specific duties include: Meet with 2-3 parents or families on Wednesdays and Fridays. Reply to parents' emails; assist with parent engagement with SSC and ELAC; communicate with parents about EL programs placement; contribute to Bret Harte newsletters; organize and/or facilitate workshops for parents about how to support students' academic achievement in school and home.

SCOPE OF WORK

Eva La will provide a maximum of 80 hours of services at a rate of \$25 per hour for a total not to exceed \$2000. Services are anticipated to begin on 9/15/12 and end on 6/15/13.

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.

Ms. La will provide the following services for Bret Harte Middle School:

Coordinate or organize parent education workshops and/or activities. Communicate with families regarding student progress and achievement, assist Bret Harte Middle School in promoting parent engagement in SSC and ELAC. Assist teachers in communication with parents in their primary languages. Communicate with parents about school events and services, which relate to students' achievement.

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. Ms. La will meet with 2-3 parents or families on Wednesdays and Fridays. Reply to parents' emails; assist with parent engagement with SSC and ELAC; communicate with parents about EL programs placement; contribute to Bret Harte newsletters; organize and/or facilitate workshops for parents about how to support students' academic achievement in school and home.

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: 19

**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.
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29	F Extending Learning Time	All Students	206SQ1F1976	Broker ASP services through COST team when appropriate.	Non-SSC approved	NA				0	\$0.00
30	A School Culture (Including Meaningful Student Engagement)	All Students	206SQ12A1977	Leveraging of PBIS/restorative justice resources to develop more developmentally appropriate expectations and consequences.	Centralized Services	NA				0	\$0.00
31	A School Culture (Including Meaningful Student Engagement)	All Students	206SQ12A1978	Develop of incentive systems for positive social and academic behaviors.	Non-SSC approved	NA				0	\$0.00
32	A School Culture (Including Meaningful Student Engagement)	All Students	206SQ12A1979	Coordination of teacher volunteer participation in structures to support positive school culture.	Non-SSC approved	NA				0	\$0.00
33	A School Culture (Including Meaningful Student Engagement)	All Students	206SQ12A1980	Leadership class to promote student involvement in building school community and giving feedback on school practices.	Non-SSC approved	NA				0	\$0.00
34	A School Culture (Including Meaningful Student Engagement)	All Students	206SQ12A1981	Creation of journalism program to promote student voice on school programs and community issues.	Non-SSC approved	NA				0	\$0.00
35	B Health & Wellness	All Students	206SQ12B570	Case Manager to coordinate intervention and provision of support services for students for students failing and at risk of failing to boost academic achievement.	EIA - SCE	7090			CSEMGR0036	0.5	\$33,521.57
36	B Health & Wellness	All Students	206SQ12B3251	Provide three full time mental health therapists to provide individual and group counseling to students.	Funded by Community Partner	NA				0	\$0.00
37	B Health & Wellness	All Students	206SQ12B3252	Provide substance abuse counseling for targeted students.	Centralized Services	NA				0	\$0.00
38	B Health & Wellness	All Students	206SQ12B3253	Provide substance abuse peer mentoring and education program.	Centralized Services	NA				0	\$0.00
39	B Health & Wellness	All Students	206SQ12B3258	Participate in "Harvest of the Month" program and associated PD to teach nutrition and healthy eating habits.	Funded by Community Partner	NA				0	\$0.00
40	C Interrupting Chronic Absence (Attendance)	All Students	206SQ12C573	Case Manager to coordinate interventions for chronically absent students brokered through the COST process to mitigate negative effects of truancy on academic achievement.	EIA - SCE	7090			CSEMGR0036	0.2	\$13,408.63
41	C Interrupting Chronic Absence (Attendance)	All Students	206SQ12C3291	Increase attendance clerk to full time FTE to assist in monitoring attendance data.	Non-SSC approved	NA				0	\$0.00
42	A Building Capacity & Leadership (Professional Development/Learning Communities/Coaching/Staff Induction)	All Students	206SQ13A3273	Weekly PD in the context of PLC to analyze data on student learning and make lesson plans base don that analysis.	N/A	NA				0	\$0.00
43	A Building Capacity & Leadership (Professional Development/Learning Communities/Coaching/Staff Induction)	All Students	206SQ13A3277	Expansion of PD time for collaboration to enable participation in district PD and provide for deeper collaboration.	N/A	NA				0	\$0.00
44	A Family & Community Engagement	English Learners	206SQ14A571	Case manager to provide parent training targeting parents of EL students to aid them in supporting the academic achievement of their students.	EIA - LEP	7091			CSEMGR0036	0.3	\$20,112.94
45	A Family & Community Engagement	All Students	206SQ14A578	Parent center coordinator to provide regular access to parent center resources, including parent education, brokering services for low performing students, and educating parents about school and community programs. ducation events	EIA - SCE	7090	CONSULTANTS	5825		0	\$9,600.00
46	A Family & Community Engagement	English Learners	206SQ14A580	Provide for translation to provide access to school events for parents speaking languages other than English.	Title I - Parent Participation	9901	CONSULTANTS	5825		0	\$2,001.09
47	A Family & Community Engagement	All Students	206SQ14A581	Refreshments for parent meetings related to school instructional programs.	Title I	3010	MEETING REFRESHMENTS	4311		0	\$2,092.66
48	A Family & Community Engagement	English Learners	206SQ14A637	Provide for translation to provide access to school events for parents speaking languages other than English.	Title I - Parent Participation	9901	CLERICAL SALARIES EXTRA COMP	2422		0	\$1,515.00
49	A Strategic Operational Practices	All Students	206SQ15A3286	Maintain roster of effective substitutes and cultivate relationships to maintain jobs filled.	N/A	NA				0	\$0.00
50	A Strategic Operational Practices	All Students	206SQ15A3287	Provide SSC with monthly updates on categorical funds to ensure that all available resources are being used.	N/A	NA				0	\$0.00



51	A Strategic Operational Practices	All Students	206SQI5A3289	Regular monitoring of unrestricted resources to ensure full use of funds and strategic action with excess or unencumbered funds.	N/A	NA				0	\$0.00
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Community Schools Strategic Site Plan 2012-2013, SSC-Approved Actions												
School	Bret Harte Middle School		Site Code:	206								
Date:												
#	Priority Area	Student Group	Item#	Strategic Action	Resource Name	Res.#	Object Name	Object#	Position Code	FTE	Budget Amount	
1	A Balanced Literacy & Literacy Across the Curriculum	Far Below Basic and Below Basic	206SQ1A167	Teacher to provide intensive intervention instruction in reading using computer assisted curriculum and differentiated instruction to meet the needs of struggling readers.	Title I	3010			K12TCH0796	0.5	\$46,051.35	
2	A Balanced Literacy & Literacy Across the Curriculum	Far Below Basic and Below Basic	206SQ1A563	Counselor to develop flexible, targeted intervention schedule and coordinate movement of students in and out of intervention sections over the course of the depending on their needs resulting in improved overall academic performance.	Title I	3010			COUNSL2166	0.2	\$20,656.36	
3	A Balanced Literacy & Literacy Across the Curriculum	Far Below Basic and Below Basic	206SQ1A577	Supplemental supplies to support ELA intervention.	EIA - SCE	7090	SUPPLIES	4310		0	\$5,649.34	
4	A Balanced Literacy & Literacy Across the Curriculum	English Learners	206SQ1A634	Provide supplemental materials to support ELA intervention specifically with EL students.	EIA - LEP	7091	SUPPLIES	4310		0	\$352.17	
5	B Science, Technology, Engineering, Mathematics (STEM)	All Students	206SQ1B553	Teacher on special assignment coordinates math plans with principal based on analysis of data on student achievement, site administrator PD and collaboration, and work with math teachers in PLCs.	EIA - SCE	7090			T10TSA0253	0.2	\$16,995.32	
6	B Science, Technology, Engineering, Mathematics (STEM)	All Students	206SQ1B554	Teacher on special assignment continually visits math classrooms and uses vital behaviors card to gather evidence of student thinking and learning and uses that evidence to provide feedback to students and teachers.	EIA - SCE	7090			T10TSA0253	0.2	\$16,995.32	
7	B Science, Technology, Engineering, Mathematics (STEM)	Far Below Basic, Below Basic, and Basic	206SQ1B556	Teacher on special assignment to coordinate implementation of American's Choice Intervention curriculum to meet the needs of students struggling with mathematics learning.	EIA - SCE	7090			T10TSA0253	0.2	\$16,995.32	
8	B Science, Technology, Engineering, Mathematics (STEM)	Far Below Basic, Below Basic, and Basic	206SQ1B559	Teacher on special assignment to coordinate PLC development of formative assessments and the regular review of the results from those assessments as well as other data on student learning.	Title I	3010			T10TSA0253	0.2	\$16,995.32	
9	B Science, Technology, Engineering, Mathematics (STEM)	All Students	206SQ1B564	Counselor to develop flexible, targeted intervention schedule and coordinate movement of students in and out of intervention sections over the course of the depending on their needs to improve overall academic performance.	Title I	3010			COUNSL2166	0.2	\$20,656.36	
10	B Science, Technology, Engineering, Mathematics (STEM)	English Learners	206SQ1B635	Teacher on special assignment to coordinate PLC meetings of math teachers focused on EL students using a cycle of analysis of evidence of student learning, reflection, and planning to address misconceptions.	EIA - LEP	7091			T10TSA0253	0.2	\$16,995.32	
11	B Science, Technology, Engineering, Mathematics (STEM)	Far Below Basic, Below Basic, and Basic	206SQ1B1962	Accelerated math program starting in sixth grade to provide access to Geometry in the eighth grade for students entering sixth grade advanced and proficient.	Non-SSC approved	NA				0	\$0.00	
12	C Transitions & Pathways PreK-12	All Students	206SQ1C560	Counselor to aid transition for incoming sixth graders who are below grade level through visits to feeder elementary schools, review of data on elementary school performance, coordination with principal to ensure appropriate intervention, tracking of sixth grade performance in intervention programs to boost academic achievement.	Title I	3010			COUNSL2166	0.2	\$20,656.36	
13	C Transitions & Pathways PreK-12	All Students	206SQ1C561	Counselor to identify outgoing eighth graders who are below grade level and work with families and high schools to ensure extra supports and interventions are in place to support transition to high school and improved academic achievement during second half of the eighth grade year.	Title I	3010			COUNSL2166	0.2	\$20,656.36	

14	C Transitions & Pathways PreK-12	All Students	206SQ1C1963	Summer bridge program for rising sixth graders.	Centralized Services	NA				0	\$0.00
15	C Transitions & Pathways PreK-12	All Students	206SQ1C1964	Coring of ELA/history classes.	Non-SSC approved	NA				0	\$0.00
16	C Transitions & Pathways PreK-12	All Students	206SQ1C1965	Leadership and journalism electives to build student voice and leadership.	Non-SSC approved	NA				0	\$0.00
17	C Transitions & Pathways PreK-12	All Students	206SQ1C1966	Use of PBIS and restorative justice resources to intentionally create community and teach clear expectations.	Centralized Services	NA				0	\$0.00
18	D College, Career & Workforce	Far Below Basic, Below Basic, and Basic	206SQ1D562	Counselor to provide career education curriculum designed to articulate to students and parents the steps necessary between middle school and high school to qualify for a variety of careers and to connect academic achievement with career opportunity.	Title I	3010			COUNSL2166	0.2	\$20,656.36
19	D College, Career & Workforce	All Students	206SQ1D1967	Participation in "fast track" cohort implementation of new math scope and sequence aligned to CCSS.	Centralized Services	NA				0	\$0.00
20	D College, Career & Workforce	All Students	206SQ1D1968	Classroom observations and related coaching based on "vital behaviors" related to performance standards for CCSS.	Non-SSC approved	NA				0	\$0.00
21	E Accelerating Students through Targeted Approaches* (Collaborative Teacher Inquiry/African American Male Achievement/Academic Language & Literacy/Focal 16/English Learners/Students with Disabilities)(GATE)	Far Below Basic, Below Basic, and Basic	206SQ1E1969	Use of AIMSweb and/or SRI to track reading growth of targeted subgroups.	Centralized Services	NA				0	\$0.00
22	E Accelerating Students through Targeted Approaches* (Collaborative Teacher Inquiry/African American Male Achievement/Academic Language & Literacy/Focal 16/English Learners/Students with Disabilities)(GATE)	English Learners	206SQ1E1970	EL support class for CELDT level 2 and low 3 students in core classes.	Non-SSC approved	NA				0	\$0.00
23	E Accelerating Students through Targeted Approaches* (Collaborative Teacher Inquiry/African American Male Achievement/Academic Language & Literacy/Focal 16/English Learners/Students with Disabilities)(GATE)	English Learners	206SQ1E1971	Newcomer classes in ELD, math, and science.	Non-SSC approved	NA				0	\$0.00
24	E Accelerating Students through Targeted Approaches* (Collaborative Teacher Inquiry/African American Male Achievement/Academic Language & Literacy/Focal 16/English Learners/Students with Disabilities)(GATE)	Special Education	206SQ1E1972	Integration of special education teachers within larger PD structure of the school.	Non-SSC approved	NA				0	\$0.00
25	E Accelerating Students through Targeted Approaches* (Collaborative Teacher Inquiry/African American Male Achievement/Academic Language & Literacy/Focal 16/English Learners/Students with Disabilities)(GATE)	Special Education	206SQ1E1973	PD structures to promote articulation between RSP teachers and the core subject teachers working with RSP students.	Non-SSC approved	NA				0	\$0.00
26	E Accelerating Students through Targeted Approaches* (Collaborative Teacher Inquiry/African American Male Achievement/Academic Language & Literacy/Focal 16/English Learners/Students with Disabilities)(GATE)	GATE	206SQ1E4747	Provide high-interest and challenging extension activities integrated into classroom instructional program.	N/A	NA				0	\$0.00
27	F Extending Learning Time	All Students	206SQ1F1974	Provide for extended contracts within the ASP to allow teachers to provide targeted academic intervention after school.	Non-SSC approved	NA				0	\$0.00
28	F Extending Learning Time	All Students	206SQ1F1975	Integrate ASP site coordinator into school day to provide greater articulation between ASP and school.	Non-SSC approved	NA				0	\$0.00



## Excluded Parties List System

**Search Results Excluded By  
Individual : Eva La  
as of 31-Jul-2012 11:42 AM EDT**

**Your search returned no results.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08-06-2012

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**  
OAKLAND ASSOC OF INS AGNTS INC/PHS  
101442 P: (866) 467-8730 F: (877) 905-0457  
PO BOX 33015  
SAN ANTONIO TX 78265

**CONTACT NAME:**  
PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (877) 905-0457  
E-MAIL ADDRESS:

**INSURED**  
EVA LA  
3354 ARKANSAS ST  
OAKLAND CA 94602

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Sentinel Ins Co LTD	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

### 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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> General Liab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	57 SBM UZ8532	08/17/2012	08/17/2013	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	57 SBM UZ8532	08/17/2012	08/17/2013	PROPERTY DAMAGE (Per accident) \$
						\$	
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<b>EXCESS LIAB</b>						\$
	<input type="checkbox"/> CLAIMS-MADE	<input type="checkbox"/>	<input type="checkbox"/>				\$
	DED   RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS   OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	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 (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations. Certificate holder is listed as Additional Insured per the Business Liability Form SS0008 attached to this policy.

### CERTIFICATE HOLDER

Oakland Unified School District  
Procurement and Distribution Services  
Contracts Administrator  
900 HIGH ST  
OAKLAND, CA 94601

### CANCELLATION

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

**PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013**

**Basic Directions**

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

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

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

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

OUSD Staff Contact: Emails about this contract should be sent to: (required)

**Contractor Information**

Contractor Name	Eva La	Agency's Contact	Bret Harte Middle School		
OUSD Vendor ID #	1024175	Title	Consultant		
Street Address	3354 Arkansas Street	City	Oakland	State	CA Zip 94602
Telephone	(510) 261-8128	Email (required)	evala123@yahoo.com		
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

**Compensation and Terms – Must be within the OUSD Billing Guidelines**

Anticipated start date	9/15/12	Date work will end	6/15/13	Other Expenses	\$
Pay Rate Per Hour (required)	\$25	Number of Hours (required)	80		

**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	
3010	Parent Ed	2064854201	5825	\$ 2000	
			5825	\$	
			5825	\$	
<b>Requisition No. (required)</b>	<b>20303423</b>			<b>Total Contract Amount</b>	<b>\$ 2000</b>

**Approval and Routing (in order of approval steps)**

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

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

1.	<b>Administrator / Manager (Originator)</b>	Name	Tom Hughes	Phone	(510) 531-6400
	Site / Department	Bret Harte Middle School		Fax	(510) 482-7272
	Signature			Date Approved	8/24/12
2.	<b>Resource Manager, if using funds managed by:</b>	<input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships			
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	9/21/12
	Signature (if using multiple restricted resources)			Date Approved	
3.	<b>Regional Executive Officer</b>	<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	10/1/12
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000			
	Signature			Date Approved	10-2-12
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal</b>	Required if not using standard contract	Approved	Denied - Reason	Date	
<b>Procurement</b>	Date Received	PO Number		P1302475	

Requisition No 20303423

2096