Board Office Use: Le	gislative File Info.
File ID Number	13-0262
Introduction Date	3-13-13
Enactment Number	13-0453
Enactment Date	3113/13 01



Community Schools, Thriving Students

wemo									
То	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)									
Subject	Professional Services Contract -								
	Michael Sullivan Riverbank Ca (contractor, City State)  Castlemont High School (site/department)								
Action Requested	Ratification of a professional services contract between Oakland Unified School  District and Michael Sullivan  be primarily provided to Castlemont High School  for the period of								
	12/03/2012 through 06/28/2013 .								
Background A one paragraph explanation of why the consultant's services are needed.	A quality school creates and sustains equitable conditions for learning and advocates for uninterrupted patterns or inequities. In order to allow faculty deliver high quality effective instruction to our students, and in addition to the technical assistance that OUSD provides to our site, the administration wanted to enhance the technical support required on site, during and after school, to keep up with software applications updates and changes. To ensure that software technology is deployed professionally, and timely in all classrooms, and computer labs without interruptions, it is necessary to hire an independent consultant to provide this service.								
Discussion One paragraph summary of the scope of work.	A contract of services between OUSD and Michael Sullivan of Riverbank CA for the latter to provide technical assistance campus wide to instructional staff. This support includes installation of educational software in all classrooms and in four computer labs. Additionally, the contractor will assist faculty and students to effectively navigate through the software applications to maximize learning. The contractor will provide this service from Dec 3, 2012 through June 28, 2013, and the contract will not to exceed \$22,225.00								
Recommendation	Ratification of professional services contract between Oakland Unified School  District and Michael Sullivan  Services to be primarily provided to Castlemont High School  for the period of the perio								
	12/03/2012 through <u>06/28/2013</u> .								
Fiscal Impact	Funding resource name (please spell out) Title One not to exceed \$ 22,225,00								
Attachments	<ul> <li>Professional Services Contract including scope of work</li> <li>Fingerprint/Background Check Certification</li> <li>Commercial General Liability Insurance Certification</li> <li>TB screening documentation</li> </ul>								

Statement of qualifications

Board Office Use: Legis	slative File Info.
File ID Number	13-0262
Introduction Date	3-/3-/3
Enactment Number	13-0453
Enactment Date	2/13/1308



# **PROFESSIONAL SERVICES CONTRACT 2012-2013**

This Agreement is entered into between the Oakland Unified School District (OUSD) and Michael Sullivan (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. \_, or the day immediately following approval by the Superintendent Terms: CONTRACTOR shall commence work on 12/03/2012 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 06/28/2013 Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to ). This sum shall Dollars (\$22,225.00 exceed twenty two thousand two hundred twenty five 00/100 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: none 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 which shall not exceed a total cost of \$ Agreement except: none

**CONTRACTOR Qualifications / Performance of Services.** 

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

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

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

# Professional Services Contract OUSD Representative:

#### CONTRACTOR:

Name: John Lynch		Name: Michael Sullivan									
Site /Dept.: Castlemont High School  Address: 8601 MacArthur Blvd.  Oakland, CA		Title: Independent Tech Consul	Itant								
		Address: 2918 Turpin Avenue									
		Riverbank Ca 953									
Phone: (718) 510-2301		Phone: (510) 891-0427									

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.

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

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

#### OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 11. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

#### **Professional Services Contract**

- Assignment: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 13. Anti-Discrimination. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
- 14. **Drug-Free / Smoke Free Policy**. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
- 15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 16. Copyright/Trademark/Patent/Ownership. CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 19. Conduct of Consultant. CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
  - 1. Tuberculosis Screening
  - 2. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the district under this Agreement.

Contractor initial:

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

- 20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 21. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  - Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

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#### **Professional Services Contract**

- 22. Limitation of OUSD Liability. Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. Confidentiality. The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

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

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

- 25. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. Contract Contingent on Governing Board Approval: The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/epls/search.do)

Summary of terms and compensation: Anticipated start date: 12/03/2012 Work shall be completed by: 06/28/2013 Total Fee: \$ 22,225.00 OAKLAND UNIFIED SCHOOL DISTRICT CONTRACTOR Date President, Board of Education ☐ Superintendent or Designee Michael Sullivan Independent Tech Consultan Secretary, Board of Education Date Print Name, Title Certified: File ID Number: / = Introduction Date: **Enactment Number:** 

Page 4 of 6

Enactment Date:

Edgar Rakestraw, Jr., Secretary

Board of Education

# Service Agreement between Michael Sullivan - Independent Technical Support Consultant and Castlemont High School

# **SCOPE OF WORK**

As a sole provider, Michael Sullivan agrees to assist instructional staff to create and sustain equitable conditions for learning and to obtain 100% uninterrupted class time. Mr. Sullivan will do this by:

- Ensuring that technology is deployed professionally in classrooms without interruption thus allowing teacher and students 100% of uninterrupted class time.
- Providing instructional and technological support to teachers to navigate and load curriculum to prepare and plan class content, especially for those teachers with Smart Board, and Promethean Boards in their classrooms so that boards are fully integrated into instructional program
- Inform school staff about school's needs for software and equipment specs so they can communicate with OUSD Tech Services to keep Castlemont's technology operating 24/7 without interruption.
- Provide training and assistance to staff to operate and maintain sound, visual and lights system during school activities.

Michael Sullivan	_

## **EXHIBIT "A" Scope of Work**

### DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR'S entire Proposal is <u>not</u> 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 <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

A contract of services between OUSD and Michael Sullivan of Riverbank CA for the latter to provide technical assistance campus wide to instructional staff. This support includes installation of educational software in all classrooms and in four computer labs. Additionally, the contractor will assist faculty and students to effectively navigate through the software applications to maximize learning. The contractor will provide this service from Dec 3, 2012 through June 28, 2013, and the contract will not to exceed \$22,225.00

	•	SCOP	E OF WORK	
Mic	chael Sullivan	will provide a ma	ximum of 889.00 hours of services at a rate of \$25.00 per ho	our for a
tota	I not to exceed \$22,225.00	Services are anticipated to	begin on 12/03/2012 and end on 06/28/2013	
1.	Description of Service about what service(s) OUSD	es to be Provided: Provides is purchasing and what this C	le a description of the service(s) the contractor will provide. Be sontractor will do.	pecific
	Castlemont. Provide technical computer/software to deliver in requirements to keep Castlemo issues to administration for refelights system during school ass 24 hr advance notice. Review (request weekly in the form of a	assistance and ensure that teach struction. Keep open communication, stechnology operating 24/7 we arral to OUSD Tech Services. Proceedings, staff, parents, and community and community and community and community and community and community and community. Technical Assistance report to administration. Report	errent or new) installed in classrooms, and in four (4) computer labs in the sers with Promethean Smart Boards have uninterrupted access to the stion with OUSD Tech Services for software and equipment specs and ithout interruption. Identify and report computers, network and maintenavide technical assistance to staff to operate and maintain sound, visual munity meetings. Provide technical assistance on-site during weekends are Request Log daily and address each request, and report action on eact to work a minimum of 4hrs daily, and or weekend with 24hr advance not submit invoices for payment on the first of each month to business of	and with ach otice.
2.	result of the service(s): 1) children are attending school	How many more Oakland ch I 95% or more? 3) How many n have access to, and use, th	nes from the services of this Contract? Be specific. For examp ildren are graduating from high school? 2) How many more of more students have meaningful internships and/or paying jobs? The health services they need? Provide details of program particial be able to). NOT THE GOALS OF THE SITE OR DEPARTICIAL	Oakland 4) How icipation
	The teachers/students that consultant on-site will allow subsequently, non-interrupted	currently have computers insta faculty to daily access to up-to ed instruction periods will trans	lled in their classrooms, will benefit in the following manner. The -date software in order to deliver instruction without interruption. slate into improved grades and improved GPA. We are anticipating access to technology on-site.	tech
	Allocation of this resource is fulfill the school's vision of e	in line with the site's strategic ffective school leadership and	operational practices to develop systems and allocates resource resource management.	s to
3.	Alignment with District (Check all that apply.)	t Strategic Plan: Indicate	e the goals and visions supported by the services of this contract:	:
	Ensure a high quality ins		Prepare students for success in college and caree	rs
	Develop social, emotiona		Safe, healthy and supportive schools	
	✓ Create equitable opportu	_	Accountable for quality	
	✓ High quality and effective	instruction	Full service community district	

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#### **Professional Services Contract**

# 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: 13 9 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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/13/2012

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	Khoe & Associates	CONTACT NAME:							
	328 15th St	PHONE (A/C, No, Ext): (A/C, No):							
	Oakland CA 94612	E-MAIL ADDRESS:							
		INSURER(S) AFFORDING COVERAGE	NAIC#						
	Phone: 510-465-3993 Fax: 510-580-9470	INSURER A: THE HARTFORD INSURANCE							
INSURED	MICHAEL SULLIVAN	INSURER B:							
	2918 TURPIN AVENUE	INSURER C:							
	RIVERBANK, CA 95367	INSURER D :							
	TAVERDAMA, OA 30307	INSURER E :							
		INSURER F:							
COMEDA	CERTIFICATE NUMBER.	DEVISION NUMBER	•						

COVERAGES

CERTIFICATE 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.

TYPE OF INSURANCE

ADDITIONAL POLICY ENTRY
INST. TYPE OF INSURANCE

ADDITIONAL POLICY NUMBER

MM/DD/YYYY)

EACH OCCURRENCE

\$ 1,000,000

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S	
Litt	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY	11311					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	10,000
A		X		57SBMBE2188	12/13/2012	12/13/2013	PERSONAL & ADV INJURY	\$	1,000,000
							GENERAL AGGREGATE	S	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY PRO- JECT LOC							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO						BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
	DED RETENTION \$							\$	
	WORKERS COMPENSATION						WC STATU- TORY LIMITS ER		
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				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)

THE OAKLAND UNIFIED SCHOOL DISTRICT IS NAMED AS AN ADDITIONAL INSURED WITH RESPECT TO CONTRACT FOR SERVICES(MANAGMENT CONSULTANT)

10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM

CER	TIFICA	TE H	OLD	ER

CANCELLATION

THE OAKLAND UNIFIED SCHOOL DISTRICT 1025 2ND AVENUE RISK MANAGEMENT DEPT ROOM 115A OAKLAND, CA 94606 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** 

PA

# Search Results

# Current Search Terms: michael\* L. sullivan\*

No records found for current search.

SAM | System for Award Management 1.0

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

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	Continuent High School	Site Code:301		, SSC-Approved Actions					10	
	Castlement High School	SRE COUE:301								
e:	Priority Area	Student Group	item#	Strategic Action	Resource Name	Res.#	Object Name	Object# Position Code	FTE	Budget Amount
-	A Balanced Literacy & Literacy Across the Curriculum	English Learners	301SQI1A832	Beyond contractual teaching time, EL faculty will develop common rubric to evaluate writing across content areas in grades 9-12 for EL students.	EIA - LEP	7091	TEACHERS SALARIES STIPENDS	1120	0	\$6,000.00
	A Balanced Literacy & Literacy Across the Curriculum	All Students	301SQI1A835	School wide PD goal of literacy integration, weekly PD developed by instructional Leadership Team (ILT) to address this goal	EIA - SCE	7090	TEACHERS SALARIES STIPENDS	1120	0	\$10,000.00
	A Balanced Literacy & Literacy Across the Curriculum	All Students	301SQI1A836	Common planning at the grade level built into Master Schedule for grade level inquiry teams to address common practices at their grade level	N/A	NA			0	\$0.00
	A Balanced Literacy & Literacy Across the Curriculum	All Students	301SQI1A838	Use of cycles of inquiry to continually examine the effectiveness of literacy strategies	N/A	NA			0	\$0.00
	A Balanced Literacy & Literacy	All Students	301SQI1A840	Give literacy-specific feedback on unit plans	N/A	NA			0	\$0.00
	Across the Curriculum  A Balanced Literacy & Literacy Across the Curriculum	All Students	301SQI1A841	Conduct cycles of observation with clear feedback with all teachers	N/A	NA			0	\$0.00
	A Balanced Literacy & Literacy Across the Curriculum	Far Below Basic, Below Basic, and Basic	301SQI1A842	Radically increase the number of books that students are reading by purchasing supplemental texts are both rigorous and engaging.	Title I	3010	BOOKS-OTHER THAN TEXTBOOKS	4200	0	\$3,000.00
	A Balanced Literacy & Literacy Across the Curriculum	Far Below Basic, Below Basic, and Basic	301SQHA843	Frequent teacher-led, close reading of rich complex texts must be a regular part of student experience. This means emphasizing questions that can only be determined from the text and which combine focused word study and attention to syntax with writing, listening and speaking about text in order to develop deep understanding.		NA			0	\$0.00
	A Balanced Literacy & Literacy Across the Curriculum	Far Below Basic, Below Basic, and Basic	301SQf1A844	Develop a systematic approach to 9-12 word study.	N/A	NA			0	\$0.00
)	A Balanced Literacy & Literacy Across the Curriculum	Far Below Basic, Below Basic, and Basic	301SQI1A845	Literacy Specialist teaches sections of reading intervention in grade 9 (i.e. Read 180 or some sort of structured reading support	N/A	NA			0	\$0.00
I	A Balanced Literacy & Literacy Across the Curriculum	Far Below Basic, Below Basic, and Basic	301SQI1A852	Require that in grades 11-12, 70% of ELA texts should be complex informational texts (% base on Common Core Recommendation)	N/A	NA			0	\$0.00
2	A Balanced Literacy & Literacy Across the Curriculum			Work with an instructional Leadership Team to provide Professional Development around evidence based writing in all content areas, including electives (SUDA electives, humanities electives, etc.)		NA			0	\$0.00
3	A Balanced Literacy & Literacy Across the Curriculum	All Students	301SQI1A854	Use cohort model in order to enhance opportunities for teachers to track student progress in iteracy across the curriculum.	N/A	NA			0	\$0.00
4	A Balanced Literacy & Literacy Across the Curriculum	Far Below Basic, Below Basic, and Basic		Class size reduction in 10th and 11th grade EL classes, as a way to increase student achievement as seen through grades and CAHSET pass rates	A N/A	NA			0	\$0.00
5	A Balanced Literacy & Literacy Across the Curriculum	English Learners	301SQI1A4789	Provide supplemental instructiona materials and supplies to support effective instructional practices.	Title I	3010	6	4310 UI Sharp A Peda	0	\$3,034.00

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03	A Building Capacity & Leadership (Professional Development/Learning Communities/Coaching/Staff Induction)		301SQI3A1074	Facilitation of Professional Development opportunities	N/A	NA			0	\$0.00
04	A Building Capacity & Leadership (Professional Development/Learning Communities/Coaching/Staff Induction)		301SQI3A1075	Analyze formative and summative student learning data, identifying trends and discuss atrategles for re-teaching or intervention.	N/A	NA			0	\$0.00
15	A Building Capacity & Leadership (Professional Development/Learning Communities/Coaching/Staff Induction)		301SQI3A1076	Modeling both professional and instructional norms, maintain model classrooms and promote the school as a professional space	N/A	NA			0	\$0.00
16	A Building Capacity & Leadership (Professional Development/Learning Communities/Coaching/Staff Induction)		301SQI3A1077	ILT members are assigned a group of teachers, by grade level or subject area, for whom they provide individual coaching. ILT members are provided training on peer-coaching.	NIA	NA			0	\$0.00
7	A Building Capacity & Leadership (Professional Development/Learning Communities/Coaching/Staff Induction)		301SQI3A1078	Use of Teacher Leader Model Standards to guide the work of the ILT and the work of other professional development spaces at the site.	N/A	NA			0	\$0.00
8	A Building Capacity & Leadership (Professional Development/Learning Communities/Coaching/Staff Induction)	All Students	301SQI3A4792	Teachers attend conferences and classes that enable them to improve their instructional practices.	Title I	3010	CONFERENCE EXPENSE	5220	0	\$16,000.00
9	A Family & Community Engagement	All Students	301SQI4A4795	Provide speakers at parent involvement school events. Collaborate with parents to choose topics.	Title I - Parent Participation	9901	ASSEMBLIES/CLASSRM PRESENTION	5828	0	\$1,500.00
0	A Family & Community Engagement	All Students	301SQHA4796	Provide refreshments at parent involvement school events.	Title I - Parent Participation	9901	MEETING	4311	0	\$1,000.00
1	A Family & Community Engagement	All Students	301SQHA4797	Provide supplies that support parent involvement events.	Title I - Parent Participation	9901	REFRESHMENTS SUPPLIES	4310	0	\$700.00
2	A Family & Community Engagement	All Students	301SQI4A4798	Inform parents of upcoming parent involvement events at the school.	Title I - Parent Participation	9901	POSTAGE	5910	0	\$514.00
3	A Family & Community Engagement	Far Below Basic, Below Basic, and Basic	301SQI4A4804	Provide postage for mailing correspondance about family meetings such as Back-to-School Night, SSC, etc.	EIA - SCE	7090	MAILING SERVICES	5950	0	\$4,000.00
4	A Family & Community Engagement	All Students	301SQI4A4805	Provide refreshments at parent involvement school events.	Title I	3010	MEETING	4311	0	\$2,500.00
5	A Strategic Operational Practices	All Students	301SQI6A1349	Instructional Tech support to assist teacher and students navigate and or load curriculum.	Title I	3010	CONSULTANTS	5825	0	\$27,000.00
6	A Strategic Operational Practices	All Students	301SQI5A1350	Create system for school staff members to request facilities/maintenance repairs and have the request addressed within 48 hours.	N/A	NA	( 1		0	\$0.00
17	A Strategic Operational Practices	All Students	301SQI5A1351	Head custodian does daily walk through of campus, addressing facilities issues within 48	N/A	NA			0	\$0.00
8	A Strategic Operational Practices		3018G65A1352	School creates a priority pool of substitute teachers they feel are effective at classroom management, building relationships and instruction. Those substitutes are given priority for lobs.	N/A	NA			0	\$0.00
19	A Strategic Operational Practices		301SQI5A1353	Principal sets tone at the beginning of school year that taking days negatively impacts the culture of teaching and learning.	N/A	NA			0	\$0.00





Community Schools, Thriving Students PROFESSIONAL SERVICES CO **ROUTING FORM 2012-2013** 

### **Basic Directions**

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

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

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation. 1.
- 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.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement.

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