Board Office Use: Le	gislative File Info.
File ID Number	13-1029
Introduction Date	5/22/13
Enactment Number	13-0855 1
Enactment Date	5-22-13 U
	7



Community Schools, Thriving Students

### Memo

To

Board of Education

Tony Smith, Ph.D., Superintendent

From

By: Maria Santos, Deputy Superintendent, Instruction, Leadership &

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

<b>Board Meeting Date</b>
(To be completed by
Procurement)

5-27-13

Su	bi	ec	1
	~,		•

Professional Services Contract Amendment - 1

HEROs Inc., Lamarr Kendricks Oakland CA (Contractor, City/State)

Garfield Elementary School

\_\_\_\_\_(site/department)

#### **Action Requested**

Approval by the Governing Board of the amendment to the professional services

contract between the District and HEROs Inc., Lamarr Kendricks

Services to be primarily provided to Garfield Elementary School for the period of 2/11/2013 through 06/13/2013, in an amount not to exceed

\$28,000.00

#### Background

A one paragraph explanation of why an amendment is needed.

As Garfield Elementary continues to strive to meet the district's vision of a Full Service Community School, HEROs provides services that further develop our school's value of "Healthy School, Healthy Family and Healthy Community." The HEROs program started with Garfield in December 2012. The program demonstrated immediate effectiveness on reducing Garfield's discipline numbers as utilized by the SWIS data system for Garfield as a PBIS school. The school had a 50% reduction in student fights and suspensions of African American Male and Latino Male students. The HEROs program added additional staff and elements to continue supporting Garfield Elementary's balanced scorecard goals reducing AA suspension rates for AA males and Latinos by 20%.

# Discussion One paragraph summary of the amended scope of work.

Garfield Elementary serves 600 Pre-K to TK to Kinder through 5th grade students. Heros structured yard activities and youth development coaching have provided provided at-risk youth the opportunity to use physical activity to develop social/emotional skills that will support positive behavior. HEROs inc. originally had placed 1 staff and the program increased an additional 1120 hours of service in the form of additional coaches providing a source of intervention to at-risk students by using community building and team building exercises and structured yard activities to support student academic focus and social development. HEROs will provide professional development for staff members to better connect with and support at-risk students in their own classrooms in order to reduce Garfield's suspension rates

#### Recommendation

Approval by the Governing Board of the amendment to the professional services contract between the District and HEROs Inc., Lamarr Kendricks

contract between the bistrict and Tierros inc., Laman Rendricks

Services to be primarily provided to <u>Garfield Elementary School</u> for the period of <u>2/11/2013</u> through <u>06/13/2013</u>, in an amount not to exceed

\$ 28,000.00

#### Fiscal Impact

Funding resource name (please spell out) General Purpose not to exceed \$ 28,000.00

#### Attachments

- Contract Amendment
- Copy of original contract

Board Office Use: Legislative File Info.						
File ID Number	13-1029					
Introduction Date	5/22/13					
Enactment Number	13+0855					
Enactment Date	5-22-13//					



/ AMENDMENT NO.\_\_\_1
TO PROFESSIONAL SERVICES CONTRACT

TO PROFESSIONAL SERVICES CONTRACT	
This Amendment is entered into between the Oakland Unified School District (  HEROs Inc., Lamarr Kendricks (CONTRACTOR). OUSD entered into an Agreement with  12/17, 20_12, and the parties agree to amend that	CONTRACTOR for services on
Services:	urce has changed.
If the scope of work has changed: Provide brief description of revised scope of work including expected final results, such as services, materials, products, and/or reports; attach additional pages Revised scope of work attached. OR, The CONTRACTOR agrees to provide the following ame	as necessary.
ROs Inc. will place additional coaches to provide targeted support for Garfield At-Risk AA Malents with a history of discipline and suspensions. HEROs coaches will work an additional asurable goal of supporting Garfield to achieve the balanced score card goal of reducing AA pension rates by 20%. Garfield will see a reduction of overall 30% suspensions from 11-12 k to see a reduction of 20% suspension for AA male and latino males.	1120 hours, with the Male and Latino male
Terms (duration): ☐ The term of the contract is unchanged. ☐ The term of the contra	ct has changed.
If the term has changed: The contract term is extended by an additional and the amended expiration date is	(days/weeks/months),
Compensation: ☐ The contract price is <u>unchanged</u> . ☐ The contract price has	changed.
If the compensation has changed: The contract price is amended by	
Increase of \$28,000.00 to original contract amount	
Decrease of \$to original contract amount	
and the new contract total is Forty-Eight Thousanddolla	rs (\$48,000.00
Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) and in full force and effect as originally stated.  Amendment History:  There are no previous amendments to this Agreement.  This contract has previously been	en amended as follows:
No. Date General Description of Reason for Amendment	Amount of Increase (Decrease)
N/At	\$
	\$
	\$
Approval: This Agreement is not effective and no payment shall be made to Contractor until it signature by the State Administrator, the Board of Education, and/or the Interim Superintend OAKLAND UNIFIED SCHOOL DISTRICT  CONTRACTOR  President, Board of Education  Date  Contractor Signature	dent as their designee.
Superintendent or Designee  Camer T, Lendric  Print Name, Title	Ks Executive L

v1	New Reg. No.	R0317686	P.O. No.	P1305328

Edgar Rakestraw, Jr., Secretary

Board of Education

Rev. 6/12

#### **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.

Garfield Elementary serves 600 Pre-K to TK to Kinder through 5th grade students. Heros structured yard activities and youth development coaching have provided provided at-risk youth the opportunity to use physical activity to develop social/emotional skills that will support positive behavior. HEROs inc. originally had placed 1 staff and the program increased an additional 1120 hours of service in the form of additional coaches providing a source of intervention to at-risk students by using community building and team building exercises and structured yard activities to support student academic focus and social development. HEROs will provide professional development for staff members to better connect with and support at-risk students in their own classrooms in order to reduce Garfield's suspension rates.

SCOPE OF WORK

#### HEROs Inc., Lamarr Kendricks will provide a maximum of 1,120.00 hours of services at a rate of \$25.00 per hour for a total not to exceed \$48,000.00 . Services are anticipated to begin on 2/11/2013 and end on 06/13/2013 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. HEROs will provide an additional 1120 hours of service in the form of additional coaches providing a source of intervention to at-risk students by using community building and team building exercises and structured vard activities, as well as holding professional development for staff members to utilize structured team building and youth development to support the connection of at-risk youth to the classroom and school. 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. Students will report feeling more safe at school and identifying an on-site adult that cares about them, as measured by the California Healthy Kids Survey. Garfield results will indicate an increase of 10% from 11-12 survey. Specifically, Garfield will see a 10% increase in CHKS questions Q: "Do you feel safe at school" from 33% yes to 43% yes. Q: "Do you have a caring relationship with an adult at the school" from 54% yes to 64% yes At-Risk students with a history of suspension will utilize social development strategies to deal with anger management and stress as a result of team building and strategies taught by HEROs coaches. Garfield will see a decrease in overall suspension by 5%. The amendment to the contract will support Garfielding meet the Balanced Score Card goal of decreasing by 20% the suspension number of AA and Latino Males. At-Risk, chronically absent students will feel more connected to the school environment and as a result will want to be present at school at a higher rate. Garfield will see a decrease of 5% in our overall chronic absence rate. 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 Prepare students for success in college and careers Develop social, emotional and physical health Safe, healthy and supportive schools Create equitable opportunities for learning Accountable for quality High quality and effective instruction Full service community district

Rev. 6/22/11 v3 Page 5 of 6

#### **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: 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.

Rev. 6/22/11 v3 Page 6 of 6



#### **AMENDMENT ROUTING FORM**

2012-2013

#### PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1

#### **Directions**

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

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

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

Attachment Checklist

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

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

	Co	ntractor Info	ormation					
Contractor Name	HEROs Inc., Lamarr Kendricks	Agency	's Contact	Lamarr Ker	ndricks			
OUSD Vendor ID#	1002674	Title		Executive D	Director	Heros Ir	ic.	
Street Address	4200 Park Blvd.	City	Oakland		State	CA	Zip	94602
Telephone	(510) 295-5675	Email	lamarrkendricks@sbcglobal.net					

Compensation and Terms – Must be within the OUSD Billing Guidelines						
Original Contract Amount	\$ 20,000.00	Original PO	Number	P13	805328	
Amended Amount	\$28,000.00	New Requis	New Requisition #		317686	
New Total Contract Amount	\$48,000.00	Start Date	Start Date 2/11/2013		06/13/2013	
Pay Rate Per Hour (Required)	25.00	Number of H	HOURS (Required)	1,120.00		

Budget Information  If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.							
Resource #	Resource Name	Org Key	Object Code	Amount			
0000	General Purpos	1181110101	5825	\$ 28,000.00			
			5825	\$			
			5825	\$			

		是 医多种多种皮肤	Appro	oval and Routing (in	order of approval st	teps)			
	ased by Pro	es above original contract ocurement. ministrator verifies that							
123		nistrator or Manager		Nima Tahai	Phone	510535		Fax	#RANNAN
1.	Site / Depa	artmen	Garfiel	d Elementary School		1	,		
	Signature	11 aux	mi		Date App	roved	4/26	/13	
	Resource	Resource Manager, if using funds managed by: State and Federal Quality, Community, School Development Family, Schools, and Community Partnerships							
2.	Signature		Date App	Date Approved					
	Signature		Date App	Date Approved					
3.	Regional	Regional or Executive Officer							
J.	Signature			Date App	roved	2	1117		
4.	Deputy S	perintendent Instruction	ne Leader	ship / Deputy Superinte	endent Business Oper	ations (	Consultant Age	regate Un	der □, Over □\$50,000
4.	Signature	Signature Marior Santes		Date App	roved	5-	9-20	13	
5.	Superinte	ndent or Board of Educa	ation Signa	ature on the legal contrac	et				
Lega	al Required	if not using standard cont	tract Ap	proved	Denied -	Reason		Date	
Proc	urement	Date Received			PO Numb	per			



Board Office Use: Le	gislative File Info.
File ID Number	12-3283
Introduction Date	1/23/13
<b>Enactment Number</b>	113-0238,
Enactment Date	1-23-136/



Community Schools, Thriving Student

Memo

From

The Board of Edu

Tony Smith, Phylo., Superintendent

By: Maria Santos, Deputy Superintendent, Instruction, Leadership &

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

<b>Board Meet</b>	ing Date
(To be comp	oleted by
Drocuramar	of)

Subject

1-23-13

Professional Services Contract -HEROs Inc., Lamarr Kendricks Oakland

CA (contractor, City State)

Garfield Elementary School

\_ (site/department)

. Services to

for the period of

#### **Action Requested**

Approval of a professional services contract between Oakland Unified School District and HEROs Inc., Lamarr Kendricks . Services to Garfield Elementary School be primarily provided to \_\_\_\_ for the period of

12/17/2012 through \_\_\_ 06/13/2013

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

As Garfield Elementary continues to strive to meet the district's vision of a Full Service Community School, HEROs provides services that further develop our school's value of "Healthy School, Healthy Family and Healthy Community." Heros structured yard activities and youth development coaching provide all students and at-risk youth the opportunity to use physical activity to develop social/emotional skills that will support their academic and social development.

#### Discussion One paragraph summary of the scope of work.

HEROs will provide 800 hours of service in the form of coaches providing a source of intervention to at-risk students by using community building and team building exercises and structured yard activities to support student academic focus and social development. HEROs will provide professional development for staff members to better connect with and support at-risk students in their own classrooms in order to reduce Garfield's suspension rates.

#### Recommendation

Approval of professional services contract between Oakland Unified School District and HEROs Inc., Lamarr Kendricks Garfield Elementary School

be primarily provided to \_\_\_\_

12/17/2012 through \_\_\_ 06/13/2013 .

#### Fiscal Impact

Funding resource name (please spell out) General Purpose

\_not to exceed \$ 20,000.00

#### **Attachments**

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

Board Office Use: Legi	
File ID Number	12-3283
Introduction Date	123 13
Enactment Number	113-0238
Enactment Date	1-13-1211



#### **PROFESSIONAL SERVICES CONTRACT 2012-2013**

This Agreement is entered into between the Oakland Unified School District (OUSD) and <u>HEROs Inc., Lamarr Kendricks</u> (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in to P

to	ancial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The ties agree as follows:
1.	Services: The CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
2.	Terms: CONTRACTOR shall commence work on 12/17/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/13/2013
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed <a href="Twenty Thousand">Twenty Thousand</a> Dollars (\$20,000,00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.
	If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.
	OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows:
	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.
4.	Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
	1. 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.
	2. Agencies or organizations:
	Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5.	Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: None which shall not exceed a total cost of \$
6.	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:

R0308816

#### Professional Services Contract **OUSD Representative:** CONTRACTOR: Name: Lamarr Kendricks Name: Nima Tahai Title: Executive Director Heros Inc Site /Dept.: Garfield Elementary School Address: 1640 22nd Avenue Address: 4200 Park Blvd. Oakland CA 94602 Oakland, CA Phone: (510) 295-5675 Phone: (510) 535-2860

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

#### **Professional Services Contract**

- 12. Assignment: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 13. Anti-Discrimination. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
- 14. **Drug-Free / Smoke Free Policy**. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
- 15. Indemnification: CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 16. Copyright/Trademark/Patent/Ownership. CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
  - 1. Tuberculosis Screening

Contractor initial:

2. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

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

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

**Professional Services Contract** 

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

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

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

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

Anticipated start date: 12/17/2012 Work shall be completed by: 06/13/2013 Total Fee: \$20,000.00

OAKLAND UNIFFED SCHOOL DISTRICT

CONTRACTOR

OAKLAND UNIFFED SCHOOL DISTRICT

CONTRACTOR

OAKLAND UNIFFED SCHOOL DISTRICT

Contractor Signature

Contractor Signature

Date

Lamarr Kendricks

Print Name, Title

Certified:

File ID Number: 12-32-33

Introduction Date: 1-23-13

Edgar Rakestraw, Jr., Secretary Board of Education

Rev. 4/11/12 v1

Page 4 of 6

By:

Enactment Number: 13-02-33

Enactment Date: 1-23-13

Rev. 6/22/11 v3

#### **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.

HEROs will provide 800 hours of service in the form of coaches providing a source of intervention to at-risk students by using community building and team building exercises and structured yard activities to support student academic focus and social development. HEROs will provide professional development for staff members to better connect with and support at-risk students in their own classrooms in order to reduce Garfield's suspension rates.

	SCOPE OF WORK
HE	ROs Inc., Lamarr Kendricks will provide a maximum of 800.00 hours of services at a rate of \$25.00 per hour for a
tota	all not to exceed \$20,000.00 Services are anticipated to begin on 12/17/2012 and end on 06/13/2013
1.	<b>Description of Services to be Provided:</b> Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what <i>this</i> Contractor will do.
	HEROs will provide 800 hours of service in the form of coaches providing a source of intervention to at-risk students by using community building and team building exercises and structured yard activities, as well as holding professional development for staff members to utilize structured team building and youth development to support the connection of at-risk youth to the classroom and school.
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.
	Students will report feeling more safe at school and identifying an on-site adult that cares about them, as measured by the California Healthy Kids Survey. Garfield results will indicate an increase of 10% from 11-12 survey. Specifically, Garfield will see a 10% increase in CHKS questions  Q: "Do you feel safe at school" from 33% yes to 43% yes.  Q: "Do you have a caring relationship with an adult at the school" from 54% yes to 64% yes
	At-Risk students with a history of suspension will utilize social development strategies to deal with anger management and stress as a result of team building and strategies taught by HEROs coaches. Garfield will see a decrease in overall suspension by 5%.
	At-Risk, chronically absent students will feel more connected to the school environment and as a result will want to be present at school at a higher rate. Garfield will see a decrease of 5% in our overall chronic absence rate.
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 Prepare students for success in college and careers
	✓ Develop social, emotional and physical health ✓ Safe, healthy and supportive schools
	Create equitable opportunities for learning  Accountable for quality
	High quality and effective instruction  Full service community district

Page 5 of 6

#### **Professional Services Contract**

4.		ment with Single Plan for Student Achievement (required if using State or Federal Funds)
	Act	tion Item included in Board Approved SPSA (no additional documentation required) – Action Item Number:
	Act	tion Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager ler 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.

Rev. 6/22/11 v3 Page 6 of 6



Help Everyone Reach One, Inc. (HERO, Inc.) is an organization whose mission is to create mentoring, leadership, physical activity, and performing arts opportunities to youth. We work with local Bay Area elementary schools to provide activities during school and after school.

The HERO, Inc. Mentoring/ Leadership Program will offer leadership skills and mentoring opportunities to at-risk elementary school aged boys and girls. Students will be involved in interactive cooperative activities that will teach teamwork, responsibility, decision making, self esteem and critical thinking skills.

Lamarr Kendricks Executive Director HERO, Inc.

## Organization Work History HERO, Inc.

Bay Area Community Outreach Martin Luther King Elem. School

After-school enrichment (Drama, Dance, Mentor) 2006-2007; 2007-2008; 2008-2009

Glenview Elementary School Oakland, CA

Physical Activity, Organized Recess, Leadership, Mentor 2007-2008; 2008-2009

Sequoia Elementary School Oakland, CA

Physical Activity, Organized Recess, Leadership, Mentor 2007-2998; 2008-2009

Tilden Elementary School Oakland, CA

Special Needs Physical Activity Program 2006-2007; 2007-2008; 2008-2009

Bella Vista Elementary School Oakland, CA

Drama, Dance, Assembly Director, Mentor 2007-2008; 2008-2009

Martin Luther King Elem. School Oakland, CA

Physical Activity, Organized Recess, Leadership, Mentor 2007-2008

Fruitvale Elementary School Oakland, CA

Physical Activity, Organized Recess, Leadership, Mentor 2008-2009

Franklin Elementary School Oakland, CA

Special Needs Physical Activity Program 2006-2007; 2007-2008

Spectrum School
Oakland, CA

Special Needs Physical Activity Program 2006-2007; 2007-2008, 2008-2009



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08-17-2012

THIS CERTIFICATEIS ISSUED AS A MATTER OF INFORMATION ONLY AND CONPERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES 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 SUBROGATIONIS 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 PROVEN INSURANCE SERVICES INC/PHS (A/C. No): (877) 905-0457 No. Ext. (866) 467-8730 129363 P: (866) 467-8730 F: (877) 905-0457 PO BOX 33015 INSURER(S) AFFORDING COVERAGE NAIC # SAN ANTONIO TX 78265 INSURER A: Sentinel Ins Co LTD INSURER D INSURER C LAMARR KENDRICKS DBA: H.E.R.O. INSURER D 1260 FORDHAM AVE INGURER E SAN LEANDRO CA 94579 INSURER P CERTIFICATE NUMBER REVISION NUMBER COVERAGES 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 OR SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. "255715086 INSA POLICY EXP (MM/DD/YVYY) TYPE OF INSURANCE POLICY NUMBER GENERAL HARBITY +1,000,000 BAMAGE TO RENTER \$ 1,000,000 COMMERCIAL GENERAL LIABILITY PREMISES (Ea occurronce) CLAIMS-MADE X OCCUR \$ 10,000 MED EXP (Any one person) A X: General Liab 37 SBA RG1517 07/05/2012 07/05/2013 FERSONAL & ADV INJURY ·1,000,000 42,000,000 GENERAL AGGREGATE \$ 2,000,000 DEN'L AGGREDATE HART ARRIES PER. PRODUCTS COMP/OF AGG POLICY PAO-X LOC AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT BODILY INJURY (Per person) 8 ANY AUTO ALL OWNED RODBLY INJURY (Fire assistent) SCHEDULED AUTOS PROPERTY DAMAGE NON-OWNED AUTOS HIRED AUTOS (Per accident) UMBRELLA LIAB OCCUR EACH OCCURRENCE EXCESS LIAR CLAIMS-MADE AGGREGATE RETENTION WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X WC STATU ANY PROPRIETORIPARTNER/EXECUTIVE OFFICER/MEMBEREX CLUDED? E.L. EACH ACCIDENT £ 1,000,000 NIA 57 MEC RR5792 08/28/2012 08/28/2013 EL DISEASE EA EMPLOYEE + 1,000,000 If you describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE POLICY LIMIT | \$ 1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, Number space is required) Those usual to the Insured's Operations. Oakland Unified School District is named additional insured and coverage is primary and non-contributory per the business liability coverage form \$80008 attached to this policy. CERTIFICATE HOLDER 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 Oakland Unified School District AUTHORIZED REPRESENTATIVE 1025 2ND AVE OAKLAND, CA 94606

1988-2010 ACORD CORPORATION. All rights reserved.

Taillor



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

				Ba ited documents are in ed until the contrac		ol Operatio				The state of the s	
	<ol> <li>Contract</li> <li>Ensure of</li> <li>Contract</li> </ol>	tor and OUSD contractor me tor and OUSD	contract original contract ori	pinator (principal or mo ltant requirements (in- pinator complete the c uisition the OUSD con	anager) read cluding The ontract pac	ch agreemen Excluded Po ket togethe	nt about arty List er and at	scope of w , Insurance tach requi	vork and co e and HRS red attach	ompensation is Consulta iments.	n, int Verification)
Che		For individed For All Cores Fo	ual consultan nsultants: Re- nsultants: Stan nsultants: Pro nsultants with	tts: HRSS Pre-Consists: Proof of negative sults page of the Excitement of qualification of Commercial General Proof of Commercial General Proo	e tuberculos cluded Part ons (organi oneral Liab of Workers'	sis status w y List (https: zation); or llity insurar Compensa	vithin pa s://www. resume nce name ation Ins	st 4 years epis.gov/ (individua ing OUSE urance. (i	s. epis/searce il consulta ) as an Ac	<u>zh.do</u> ) int). iditional Ir	
ous	D Staff Conta	ict Emails ab	out this contra	ct should be sent to re-	quired nim	a.tahai@oi	usd.k12.	ca.us	-		
				Contr	actor Info	rmation					
	tractor Name		s Inc., Lamar	r Kendricks	Agen	cy's Contac	ct La	marr Ken	dricks		
	D Vendor II				Title	Tarri		ecutive D	irector He		
	et Address		ark Blvd.		City	Oakland	_		State	CA	Zip 94602
	phone		95-5675	01100		(required)			@sbcglob		D T Ver MINE
Con	tractor Histo	y Pr	eviously beel	n an OUSD contracto	or? W Yes	□ No	VVO	rked as a	IN OUSD (	employee	? Yes Mo
		Co	ompensatio	on and Terms – M	ust be wi	thin the C	OUSD E	Billing G	uideline	s	
Antic	cipated start	date	12/17/2	012 Date work v	vill end	06/13/2	2013	Other E	xpenses	\$2	0,000,0
Pay	Rate Per Ho	OUI' (required)	\$ 25.00	Number of I	Hours (regul	red)	800.00				
37 V				Bud	get Infor	mation	and the same	il to			
	If you a	re planning to	multi-fund a co	intract using LEP funds	_		e and Fe	deral Offic	e <u>before</u> co	ompleting re	equisition.
R	esource #	Resource	Name		Org Key				Object Co	de	Amount
	5025 CC	General P	urpose	1	118111010	1			5825	\$ 2	0,000,00
									5825	\$	
									5825	\$	
F	Requisition	No. (required)	R03088	16		Total Co	ntract A	Amount		\$2	0,000.00
				Approval and Rout	ting (in ord	der of appi	roval st	eps)		A 100 A	
Se		•		act is fully approved and services were not his vendor does not a	provided bei	fore a PO wa	as issued				
		or / Manager		Name Nima Taha		THE STATE OF THE S		Phone	(510) 53		
1.		partment 1		Garfield Element				Fax	(510) 53		
1.	Signature	January 1	11.1	Janiela Element	ary Scrioor			pproved	1	28/12	
		lanager if uni	na funde mana	ged by: State and Feder	ra) [[Oualibu	Community 9	-				unity Partnershins
				of restricted resource						io, ena contin	esting 1 estates appe
2.	Signature	WOTK WIGHTON	compilarit acc	or resulting resources	ario io iri diig	THE THE THE		pproved	1		
							-		-		
			tricted resources)				Date A	pproved			
		described in the		rk align with needs of de	epadment o	r school site					
3.				ces described in the sc					1	1.01	/
	Signature	( Wh		/				pproved	12	119/	12
4.		erintendent I	nstructional L	eadership / Deputy Si	uperintende	ent Busines	s Operat	ions C	onsultant Age		er, Over\$50,000
	Signature	Maria	Lance				Date A	pproved	1-	4-13	3
5.	Superinten	dent, Board o	f Education S	Signature on the legal of	ontract						
				again to the state of the state							· · · · · · · · · · · · · · · · · · ·
Lega	l Required if	not using stan		Approved		Denied - F	Reason			Date	







Help Everyone Reach One, Inc. (HERO, Inc.) is an organization whose mission is to create mentoring, leadership, physical activity, and performing arts opportunities to youth. We work with local Bay Area elementary schools to provide activities during school and after school.

The HERO, Inc. Mentoring/ Leadership Program will offer leadership skills and mentoring opportunities to at-risk elementary school aged boys and girls. Students will be involved in interactive cooperative activities that will teach teamwork, responsibility, decision making, self esteem and critical thinking skills.

Lamarr Kendricks Executive Director HERO, Inc.

## Organization Work History HERO, Inc.

Bay Area Community Outreach Martin Luther King Elem. School After-school enrichment (Drama, Dance, Mentor) 2006-2007; 2007-2008; 2008-2009

Glenview Elementary School Oakland, CA Physical Activity, Organized Recess, Leadership, Mentor 2007-2008; 2008-2009

Sequoia Elementary School Oakland, CA Physical Activity, Organized Recess, Leadership, Mentor 2007-2998; 2008-2009

Tilden Elementary School Oakland, CA Special Needs Physical Activity Program 2006-2007; 2007-2008; 2008-2009

Bella Vista Elementary School Oakland, CA

Drama, Dance, Assembly Director, Mentor 2007-2008; 2008-2009

Martin Luther King Elem. School Oakland, CA

Physical Activity, Organized Recess, Leadership, Mentor 2007-2008

Fruitvale Elementary School Oakland, CA Physical Activity, Organized Recess, Leadership, Mentor 2008-2009

Franklin Elementary School Oakland, CA

Special Needs Physical Activity Program 2006-2007; 2007-2008

Spectrum School Oakland, CA Special Needs Physical Activity Program 2006-2007; 2007-2008, 2008-2009



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08-17-2012

THIS CERTIFICATEIS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OH 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.

validation in the endarged if SURROGATIONIS WAIVED subject to

th	be terms and conditions of the policy, ortificate holder in lieu of such endors	cort	ain p	policies may require an en					
	ortmoste halder in lieu of such endors	em	ant(s	1,	CONTACT NAME:		West Committee of the C	·	M. Tallanananananananana
	OVEN INSURANCE SERVI	CE	S	INC/PHS	NAME:		anning Fax	102.3	1005 0457
12	9363 P: (866)467-8730 BOX 33015				PHONE LACT (86)	6) 467 - 8730	O (A/C, No)	18//	)905-0457
	N ANTONIO TX 78265					SURERISI AFFORD	ING COVERAGE	. 7 . 1 . 1 . 1 . 1 . 1 . 1 . 1 . 1 . 1	NAIC 4
N) A	M WMIONIO IV 10%02				INSUMERA Sent	inel Ins	Co LTD	and the state of t	
MSU	RED	A. HERVELLEY, C.	A THE PARTY AND ADDRESS OF THE PARTY AND ADDRE	ATTERNATION OF THE PROPERTY AND A STATE OF THE PROPERTY AN	INSURER B:	7734-3044-1886-1884-1884-1883-1845-18	Trianchine and the state of the		The state of the s
J, M	MARR KENDRICKS DBA:	1.31	ו נייין	п о	INFIURER C :				
	60 FORDHAM AVE	Ľ1.	Li	R.U.	INSURER D :				
	N LEANDRO CA 94579				INSUREM H	er ombarer melleter syne for engliserfersbelgistsbessesses			The TANKS WHEN THE RESIDENCE AND ADDRESS A
			~		INSURER F.	·	TO STREET, COMMON COMMON STREET, STREE	· inimimizatio	and the second s
	CARNELL AND AREA AND AND AND AND AND AND AND AND AND AN	A. Printers.	March Lane	NUMBER:			SION NUMBER:		
CI	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I CCLUSIONS AND CONDITIONS OF SUCH F	COUNT	REME AIN,	ENT, TERM OR CONDITION THE INSURANCE APPORE	OF ANY CONTRACT DED BY THE POLIC E BEEN REDUCED BY	OT OR OTHER DESCRIBED	OCUMENT WITH RESPE	CT TO	WHICH THIS
INSA	TYPE OF INSURANCE	NSR.	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYY)	MM/DD/YYYY)	LIMI	73	apereralismon as NOA A com Not 195 A december of
**************************************	GENERAL LIABILITY  COMMERCIAL GENERAL LIABILITY	-Au,7%, 140 j	no en Siste	જ્યાન કરવા માત્રામાં પ્રાથમ કરવા છે. જ્યાને હતા કરવા કરવા છે. જે જે જે માત્રામાં જે જે જે જે જે જે જે જે જે જે જે જે જ	THE PROPERTY OF THE PROPERTY O	在日本中代表示,1974年,1974年,由1975年,1974年,1974年,1974年,1974年,1974年,1974年,1974年,1974年,1974年,1974年,1974年,1974年,1974年,1974年	EACH OCCUPPIENCE DAMAGE TO RENTEO PREMISES (Ex occurrence)	81,	000,000
A	CLAIMS MADE X OCCUR	p,	p,				MED EXP (Any one person)		,000
1.4	X General Liah		languara.	57 SBA RGI517	67/05/2612	07/05/2013	PERSONAL & ADVINUAY	- I MANUALINA WAS	000,000
							GENERAL AGGREGATE		000,000
	WEN'L AGGREGATE TIMIT APPLIES PER						PRODUCTS COMP/OF AGG		000,000
	POLICY PRO X LOC					specializa ggazzata. ggagander - derdezativania	The same and the tribute and	4	Con Michaelle (Bright artenggraph) (Birth Colors (1981) (Birth
	AUTOMOBILE LIABILITY						(Ga acordout)	A	
	ANYAUTO						BODILY INJURY (Per person)	**************************************	-wasses-material and the debases of
	ALL OWNED ( SCHEDULED	[ ]	1-1				BODILY INJURY (Per acciden	t) \$	hann et set pp-fame s. As i say selve et a d'ant a selve deut adhefides. Et les ser volume
	HIRED AUTOS NON-OWNED	le. eul	lucumi				PROPERTY DAMAGE	\$	
	AUTOS						(Per accident)	ę	n diametriangungumen edan birikamanis nidili rasaksusus
1112-11700-1	UMBRELLA LIAB COCCUE	***********		And the second of the second o	$(a_1, a_2, a_3, a_4, a_4, a_4, a_4, a_4, a_4, a_4, a_4$	**************************************	A SAME AND THE PARTY OF THE PAR	************	A A A A AND AND A AND AND A A A A A A A
	OI,COM	ГТ	{ }				EACH OCCURRENCE		
	CLATIVES TOTALDE		[]				AGGREGATE	3	
	WORKERS COMPENSATION				-		WC STATU I IOTI	4	
	AND EMPLOYERS LIABILITY						X WESTATUS OF		000 000
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	NIA		ST WEC RR5792	08/28/2012	08/28/2013	E.L. EACH ACCIDENT		000,000
	If yes, describe under						E.L. DISLASE EA EMPLOY		
	DESCRIPTION OF OPERATIONS holow			The second secon			EL DISEASE POLICY LIMI	1 3 7	,000,000
		[							
BA ( )				AND AND ADDRESS AN	and the same of th	100000000000000000000000000000000000000	An inter-way a resemblished to the partition in the partition of the parti	atti etillinget illinesse	
Th	one usual to the Ins. med additional insurances liability cov.	ec.	ced l a	's Operations nd coverage i	. Oakland	d Unifie	-contributo		
CEF	RTIFICATE HOLDER				CANCELLATIO	N			
0a	kland Unified School	I	)is	trict	BEFORE THE B	EXPIRATION C	VE DESCRIBED POLIC DATE THEREOF, NOTI CE WITH THE POLICY	CE WIL	L BE

Tax thom 1988-2010 ACORD CORPORATION. All rights reserved.

1025 2ND AVE

OAKLAND, CA 94606

AUTHORIZED REPRESENTATIVE



#### **HUMAN RESOURCES SERVICES & SUPPORT**

June 28, 2012

**OUSD USE ONLY** 

Lamarr Kendricks 4200 Park Blvd # 138 Oakland, CA 94602

RE: Authorization to proceed with consultant contract processing

Dear Lamarr Kendricks:

This letter is to inform you that you have successfully completed the HRSS pre-consultant review process.

This authorization to proceed shall expire at the conclusion of the 2012-2013 school year. Please note that the District may not proceed with the processing of your consultant contract unless and until you present an original copy of this letter to the administrator requesting your services.

Thank you for your commitment to help support and enhance the educational experience of Oakland students.

Sincerely, angelier Ochon

Angelica Ochoa

Site Team Assistant



\*\*\*: \*\*36

#### Oakland Unified School District:

The following persons are employees of Help Everyone Reach One, Inc. (HERO, Inc.) The following employees have been fingerprinted and cleared by the State of California, Department of Justice Bureau of Criminal Identification and Information. Each of the following employees has also passed the required T.B. test.

- 1. Lamarr Kendricks (ATI: G220KEL660)
- 2. Sharrie Lane (ATI: C352LAS137)
- 3. Keith Brown (ATI: G240BRK776)
- 4. Emille Thomas (ATI: G220THE656)
- 5. Dontae Moore (ATI: G220M0D657)
- 6. Bobbie Rogers (ATI: G220R0B656)
- 7. Kandice Mc Cuin (ATI: G220MCK658)
- 8. Lnefarius McGinnis (ATI: G220MCL659)

Please contact me at 510-295-5675 or <u>lamarrkendricks@sbcglobal.net</u> if you have any questions.

Lamarr Kendricks Executive Director HERO, Inc.

# **EPLS**

**Excluded Parties List System** 

Search Results Excluded By Firm, Entity, or Vessel : HERO, Inc. State : CALIFORNIA Country : UNITED STATES as of 23-Aug-2012 6:35 PM EDT

Your search returned no results.





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

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  For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year. For All Consultants: Proof of negative tuberculosis status within past 4 years. For All Consultants: Results page of the Excluded Party List (https://www.epis.gov/epis/search.do) For All Consultants: Statement of qualifications (organization); or resume (individual consultant). For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured. For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)  OUSD Staff Contact Emails about this contract should be sent to: (required)  Contractor Information  Contractor Name HEROs Inc., Lamarr Kendricks Agency's Contact Lamarr Kendricks OUSD Vendor ID # 1002674 Title Executive Director Heros Inc.  Street Address 4200 Park Blvd. City Oakland Telephone (510) 295-5675 Email (required) lamarrkendricks@sbcglobal.net Contractor History Previously been an OUSD contractor? Yes No Worked as an OUSD employee? Yes No
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  For individual consultants: Proof of negative tuberculosis status within past 4 years.  For All Consultants: Results page of the Excluded Party List (https://www.epfs.gov/epfs/search.do)  For All Consultants: Statement of qualifications (organization); or resume (individual consultant).  For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.  For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)  OUSD Staff Contact
Contractor Information  Contractor Name   HEROs Inc., Lamarr Kendricks   Agency's Contact   Lamarr Kendricks   OUSD Vendor ID #   1002674   Title   Executive Director Heros Inc.   Street Address   4200 Park Blvd.   City   Oakland   State   CA   Zip   94602   Telephone   (510) 295-5675   Email (required)   Iamarrkendricks@sbcglobal.net   Contractor History   Previously been an OUSD contractor?   Yes   No   Worked as an OUSD employee?   Yes   No
Contractor Name       HEROs Inc., Lamarr Kendricks       Agency's Contact       Lamarr Kendricks         OUSD Vendor ID #       1002674       Title       Executive Director Heros Inc.         Street Address       4200 Park Blvd.       City Oakland       State CA Zip 94602         Telephone       (510) 295-5675       Email (required)       lamarrkendricks@sbcglobal.net         Contractor History       Previously been an OUSD contractor?  Yes No       Worked as an OUSD employee? Yes No
OUSD Vendor ID # 1002674 Title Executive Director Heros Inc.  Street Address 4200 Park Blvd. City Oakland State CA Zip 94602  Telephone (510) 295-5675 Email (required) lamarrkendricks@sbcglobal.net  Contractor History Previously been an OUSD contractor? Yes No Worked as an OUSD employee? Yes No
Street Address 4200 Park Blvd. City Oakland State CA Zip 94602  Telephone (510) 295-5675 Email (required)   lamarrkendricks@sbcglobal.net  Contractor History Previously been an OUSD contractor? Yes No Worked as an OUSD employee? Yes No
Telephone       (510) 295-5675       Email (required)       lamarrkendricks@sbcglobal.net         Contractor History       Previously been an OUSD contractor? ■ Yes □ No       Worked as an OUSD employee? □ Yes ■ No
Contractor History Previously been an OUSD contractor?  Yes No Worked as an OUSD employee? Yes No
THE RESERVE OF THE PROPERTY OF
Componentian and Towns Must be within the OHOD Dilling Cuidelines
Compensation and Terms – Must be within the OUSD Billing Guidelines
Anticipated start date 12/17/2012 Date work will end 06/13/2013 Other Expenses \$20,000.00
Pay Rate Per Hour (required) \$25.00 Number of Hours (required) 800.00
Budget Information  If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.  Resource # Resource Name Org Key Object Code Amount
5825 General Purpose 1181110101 5825 \$ 20,000.00
5825 \$
5825 \$
Requisition No. (required) R0308816 Total Contract Amount \$20,000.00
Approval and Routing (in order of approval steps)
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.  OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (https://www.epls.gov/epls/search.do)
Administrator / Manager (Originator) Name Nima Tahai Phone (510) 535-2860
1. Site / Department Garfield Elementary School Fax (510) 535-2861
Signature Date Approved 11/28/12
Signature Date Approved 11/28/12  Resource Manager, if using funds managed by: State and Federal Quality, Community, School Development Family, Schools, and Community Partnerships
Signature    Date Approved   1   28   12
Signature    Date Approved   1   28   12
Signature    Date Approved   1   28   12
Signature  Resource Manager, if using funds managed by:  State and Federal  Quality, Community, School Development  Family, Schools, and Community Partnerships  Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)  Signature  Date Approved  Signature (if using multiple restricted resources)  Regional Executive Officer
Signature  Resource Manager, if using funds managed by:  State and Federal  Quality, Community, School Development  Family, Schools, and Community Partnerships  Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)  Signature  Signature (if using multiple restricted resources)  Date Approved  Regional Executive Officer  Services described in the scope of work align with needs of department or school site  Consultant is qualified to provide services described in the scope of work  Signature  Date Approved
Signature  Resource Manager, if using funds managed by:  State and Federal  Quality, Community, School Development  Family, Schools, and Community Partnerships  Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)  Signature  Signature (if using multiple restricted resources)  Date Approved  Regional Executive Officer  Services described in the scope of work align with needs of department or school site  Consultant is qualified to provide services described in the scope of work  Signature  Date Approved  Date Approved  Date Approved  Date Approved  Consultant Aggregate Under  Over \$50,000
Signature    Date Approved   1   28   12
Signature  Resource Manager, if using funds managed by: State and Federal Quality, Community, School Development Family, Schools, and Community Partnerships  Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)  Signature  Signature (if using multiple restricted resources)  Date Approved  Regional Executive Officer  Services described in the scope of work align with needs of department or school site Consultant is qualified to provide services described in the scope of work  Signature  Date Approved  Date Approved  Consultant Aggregate Under Consultant



