Board Office Use: Le	gislative File Info.
File ID Number	14-2169
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Enactment Number	14-1928
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Memo

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Board of Education

From

Antwan Wilson, Superintendent

Board Meeting Date (To be completed by Procurement)

1/19/14

Subject

Professional Services Contract - Howard Feight

Chabot

(site/department)

Action Requested

Ratification of professional services contract between Oakland Unified School
District and Howard Feight Services to

be primarily provided to Chabot

for the period of 10/01/2014 through 12/19/2014

Background

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

Chabot is focusing on improving school climate and creating student leaders skilled in problem solving and conflict resolution.

Discussion
One paragraph
summary of the
scope of work.

Contractor will provide intervention strategies for K, 1st and 2nd grader students by teaching them conflict resolution strategies, ways to resolve issues on the playground and ways to play on the playground. The contractor will also be available to provide trainings and support to the parents of the students in our Junior Coaches program. The contractor will provide problem solving and conflict resolution strategies and home visits as necessary.

Recommendation

Ratification of professional services contract between Oakland Unified School District and Howard Feight Services to

be primarily provided to Chabot

for the period of 10/01/2014 through 12/19/2014

Fiscal Impact

Funding resource name (please spell out) _______not to exceed \$ 3,604.00

Attachments

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

Board Office Use: Legi	islative File Info.
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rate, total payment requested.

below:

Rev. 6/2/2014 v1



PROFESSIONAL SERVICES CONTRACT 2014-2015

Th	s Agreement is entered into between Howard Feight								
the	ONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons ecially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and mpetent to provide such services. The parties agree as follows:								
1.	Services: 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 10/01/2014 , or the day immediately following approval by the Superintenden								
	if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the								
	Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than 12/19/2014								
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The								
	compensation under this Contract shall not exceed three thousand six hundred and four								
	Dollars (\$3,604.00) [per fiscal year], at an hourly billing rate not to exceed \$17.00 per hour. This sum shall be for								
	full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to,								
	labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.								
	If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.								
	OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: n/a								
	Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.								
	The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.								
4.	Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this								
	Agreement except: n/a								
	which shall not exceed a total cost of								
5.	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.								
6.	Invoicing: Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice data invoice number purchase order number, name of school or department contract and provided to period of sonting name of the								

person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly

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

Requisition No. <u>R0151301</u> P.O. No. _____

CONTRACTOR: **OUSD Representative:** Name: Howard Feight Name: Jessica Cannon Title: contractor Site /Dept.: Chabot Address: 1072 60th St Apt 5 Address: 6686 Chabot Rd CA 94608 Oakland CA 94618 Oakland Phone: 510-282-2080 Phone: 654-4884 Email: hfeight@gmail.com Email: jessica.cannon@ousd.k12.ca.us

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

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

9. Insurance:

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

Check one of the boxes below:

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

OR

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

- 13. Drug-Free / Smoke Free Policy: No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
- 14. Indemnification: CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 15. Copyright/Trademark/Patent/Ownership: CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 16. **Waiver**: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 17. **Termination**: OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 18. **Conduct of CONTRACTOR**: By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 - 1. **Tuberculosis Screening**: CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 - 2. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

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

- 19. **No Rights in Third Parties**: This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 20. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 - Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
- 21. Limitation of OUSD Liability: Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 22. Confidentiality: CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

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- access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 23. **Conflict of Interest**: CONTRACTOR shall abide by and be subject to all applicable, 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 without the prior approval of OUSD Human Resources.
 - CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 - Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).
- 25. **Litigation**: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. **Signature Authority**: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

President, Board of Education

Superintendent or Designee

Secretary, Board of Education

CONTRACTOR

Curtifiactor Signature

Howard Feight

contractor

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 14-216

Introduction Date: 11-19-1

Enactment Number: 14-1

Enactment Date: ______

By: //

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EXHIBIT "A" SCOPE OF WORK

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

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Contractor will provide intervention strategies for K, 1st and 2nd grader students by teaching them conflict resolution strategies, ways to resolve issues on the playground and ways to play on the playground. The contractor will also be available to provide trainings and support to the parents of the students in our Junior Coaches program. The contractor will provide problem solving and conflict resolution strategies and home visits as necessary.

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.

An expected outcome is that the 40 students will stay in school and finish high school because of their increased problem solving and conflict resolution strategies.

An expected outcome is that the 40 students will have increased attendance because of this consistent and positive experience at school, dealing with conflicts and learning conflict resolution strategies.

Contractor will teach conflict resolution strategies to students and teachers.

Contractor will work with 40 1st and 2nd graders to teach conflict resolution strategies.

Students will follow conflict resolution strategies.

Contractor will show up regularly and work with ongoing groups of grades k/1, and 2/3.

Students will be on proper playground behavior and follow proper conflict resolution strategies.

4. Sign-in sheet for meeting in which the CSSSP modification was approved.

Contractor will come to SSC and PTA meetings and share methodologies with families.

3.		inment with District Strategic Plan: Indicate the go ck all that apply.)	als and visions supported by the services of this contract:							
		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							
		Full service community district								
4.	Plea	lignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds): lease select: Action Item included in Board Approved CSSSP (no additional documentation required) – Item Number: n/a								
4. A		Action Item added as modification to Board Approved CSSSP – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.								
	 Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", r date, school site name, both principal and school site council chair initials and date. 									
		2. Meeting announcement for meeting in which the CSS	SSP modification was approved.							
		3. Minutes for meeting in which the CSSSP modification	n was approved indicating approval of the modification.							

Howard Feight 1072 60th Street #5 Oakland, CA 94608

510-282-2080

1971	Calif State University Hayward Completion of 12 units of Early Childhood Education Student teaching and volunteer help as Hayward Free School.
1972-1991	Self employed as Painting and General Contractor.
1991-2005	Self employed as Bird of Paradise Distributors, wholesale frozen fruit bars and Ice cream.
1994	Beginning of active volunteer involvement with my sons school, Beach Elementary in Piedmont. Weekly reading and computer aid.
2007	Volunteer in classroom for daughters kindergarten class Various in home childcare for families of classmates. (references available as required)
2008	Reading and computer aid in 1st grade class (Nancy Parker, Beach School)
2009	Volunteer in class Chabot Elementary D. Perdasatt
2010	Volunteer in class Chabot Elementary B Agajan Library volunteer

SAM Search Results List of records matching your search for:

Search Term : Feight* Howard* Record Status: Active

No Search Results



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/16/2013

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):	FAX (A/C, No):				
	Oakland CA 94612	E-MAIL ADDRESS:					
		INSURER(S) AFI	FORDING COVERAGE NAIC #				
	Phone: 510-465-3993 Fax: 510-580-9470	INSURER A: THE HARTFORD INSURANCE					
INSURED	Howard Feight	INSURER B:					
	1072 60th St Apt 5	INSURER C :					
	Oakland, CA 94608	INSURER D :					
	Califaria, Ort 04000	INSURER E:					
		INSURER F:					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR N'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC TOMOBILE LIABILITY	X	57SBMBD8065		POLICY EXP (MM/DD/YYYY) 10/08/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE	\$ \$ \$	1,000,000 1,000,000 10,000 1,000,000
CLAIMS-MADE X OCCUR N'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- PICT LOC	X	57SBMBD8065	10/08/2013	10/08/2014	PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY	\$	10,000
N'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC	X	57SBMBD8065	10/08/2013	10/08/2014	PERSONAL & ADV INJURY	\$	
POLICY PRO- JECT LOC	X	57SBMBD8065	10/08/2013	10/08/2014			1,000,000
POLICY PRO- JECT LOC					GENERAL AGGREGATE	•	
POLICY PRO- JECT LOC						\$	2,000,000
					PRODUCTS - COMP/OP AGG	\$	2,000,000
						\$	
					COMBINED SINGLE LIMIT (Ea accident)	\$	
ANY AUTO					BODILY INJURY (Per person)	\$	
ALL OWNED SCHEDULED					BODILY INJURY (Per accident)	\$	
NON-OWNED					PROPERTY DAMAGE (Per accident)	\$	
AUTOS					(i or doordonly	\$	
UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	
DED RETENTION \$						\$	
PRKERS COMPENSATION					WC STATU- OTH- TORY LIMITS ER		
Y PROPRIETOR/PARTNER/EXECUTIVE					E.L. EACH ACCIDENT	\$	
FICER/MEMBER EXCLUDED?	N/A				E.L. DISEASE - EA EMPLOYEE	\$	
es, describe under SCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	
OF DY F	ALL OWNED AUTOS AUTOS HIRED AUTOS HIRED AUTOS AUTOS OCCUR EXCESS LIAB DED RETENTION \$ RERERS COMPENSATION DEMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED? Indatory in NH) s, describe under CCRIPTION OF OPERATIONS below	ALL OWNED AUTOS AUTOS HIRED AUTOS HIRED AUTOS UMBRELLA LIAB CCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ RERERS COMPENSATION DEMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED? Indiatory in NH) S, describe under CCRIPTION OF OPERATIONS below	ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS NON-OWNED AUTOS UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ RKERS COMPENSATION DEMPLOYERS' LIABILITY Y / N OF PROPRIETOR/PARTNER/EXECUTIVE CICER/MEMBER EXCLUDED? ICER/MEMBER EXCLUDED? ICER/MEMBER EXCLUDED?	ALL OWNED AUTOS AUTOS HIRED AUTOS HIRED AUTOS OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ RERES COMPENSATION PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED? Indiatory in NH) s, describe under CCRIPTION OF OPERATIONS below	ALL OWNED AUTOS AUTOS HIRED AUTOS HIRED AUTOS OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ RKERS COMPENSATION 10 EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED? Indiatory in NH) S, describe under	ALL OWNED AUTOS AUTOS HIRED AUTOS HIRED AUTOS HIRED AUTOS MON-OWNED AUTOS OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ RERES COMPENSATION DEMPLOYERS' LIABILITY I'CER/MEMBER EXCLUDED? ICER/MEMBER EXCLUDED? ICER/MEMBER EXCLUDED? ICER/MEMBER EXCLUDED? ICER/MEMBER EXCLUDED? IN / A BODILY INJURY (Per accident) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE WC STATU- TORY LIMITS EIL. EACH ACCIDENT E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE	ALL OWNED AUTOS AUTOS HIRED AUTOS HIRED AUTOS HIRED AUTOS MON-OWNED AUTOS MON-OWNED AUTOS MON-OWNED AUTOS MON-OWNED AUTOS PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE AGGREGATE \$ CLAIMS-MADE DED RETENTION \$ RERES COMPENSATION DEMPLOYERS' LIABILITY OF EMPLOYERS' LIABILITY OF EMPLOYERS' LIABILITY OF EMPLOYERS' LIABILITY OF PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED? MI A E.L. EACH ACCIDENT S E.L. EACH ACCIDENT S E.L. DISEASE - EA EMPLOYEE \$

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

CERTIFICATE HOLDER

CANCELLATION

THE OAKLAND UNIFIED SCHOOL DISTRICT 900 HIGH STREET RISK MANAGEMENT DEPT OAKLAND, CA 94601 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PH



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/16/2013

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):	FAX (A/C, No):				
	Oakland CA 94612	E-MAIL ADDRESS:					
		INSURER(S) AFFORDIN	G COVERAGE NAIC #				
	Phone: 510-465-3993 Fax: 510-580-9470	INSURER A: THE HARTFORD INSURANCE					
INSURED	Howard Feight	INSURER B:					
	1072 60th St Apt 5	INSURER C:					
	Oakland, CA 94608	INSURER D:					
	Caldaria, Ort 54000	INSURER E :					
		INSURER F:					

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. ADDL SUBR POLICY EFF (MM/DD/YYYY) POLICY EXP INSR LTR TYPE OF INSURANCE LIMITS INSR WVD **POLICY NUMBER** GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) X COMMERCIAL GENERAL LIABILITY 1,000,000

CLAIMS-MADE X OCCUR 10,000 MED EXP (Any one person) \$ Α X 57SBMBD8065 10/08/2013 10/08/2014 PERSONAL & ADV INJURY 1,000,000 2,000,000 GENERAL AGGREGATE S 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER PRODUCTS - COMP/OP AGG \$ \$ POLICY COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE \$ HIRED AUTOS (Per accident) \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ **EXCESS LIAB** CLAIMS-MADE AGGREGATE S DED \$ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY WC STATU-TORY LIMITS ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT

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

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

CERTIFICATE HOLDER CANCELLATION

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AUTHORIZED REPRESENTATIVE

PH



PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

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					ocuments are i									
	Servi	ces canno	t be pro	vided un	til the contrac	t is ful	ly app	roved a	nd a Pu	rchase O	rder has	been is	ssued.	
1.	 Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation. Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification) 											rification)		
	Contractor and OUSD contract originator complete the contract packet together and attach required attachments.													
4	. Within 2 w	eeks of cred	ating the	requisition	on the OUSD cor	ntract o	riginato	or submit	s comple	te contra	ct packet	for appr	oval to P	rocurement.
Attach					RSS Pre-Cons									
Check					roof of negative page of the Exc									
		or All Cons	sultants:	Stateme	nt of qualification	ons (or	ganizat	ion); or	resume	(individua	I consulta	ant).		
		or All Cons	sultants:	Proof of	Commercial G	eneral	Liability	insurar	ice nami	ing OUSE	as an A	dditiona	I Insured	d.
Oller					loyees: Proof of uld be sent to: (re						Kei. 10 Se	ection it	J OI tile t	John act)
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i.					Contr			nation						
	actor Name	Howard	Feight					s Contac		ward Feigh ntractor	nt			
	O Vendor ID # t Address		th St Apt	5		_	itle City	Oakland	777	iliacioi	State	CA	Zip	94608
Telep	4011 4100 10110	510-282		0		_	mail (re	New String Street, St.		@gmail.cor	M 137 A8159		1	
	actor History	7 1 61 316 3		been an	OUSD contract			1.1.1.1.1.				employ	ee? 🗌 🕆	∕es ■ No
									NIED E	Pilling C	uidolina			
	777	year of white			nd Terms – M			PART BUILDING		Total Contract				
	pated start da		10/01/20		Date work			/19/2014	1	Other E	xpenses			
Pay F	Rate Per Hour	(required)	\$ 17.0	00	Number of	Hours	(required)	212						
			*			dget Ir								
	If you are	planning to r	nulti-fund	a contrac	t using LEP funds	s, please	e contac	t the Sta	te and Fe	deral Offic	CONTRACTOR OF STREET	STATISTICS IN A PROPERTY OF	g requisit	ion.
Re	esource #	Resource	Name			Org	Key				Object Co	ode	A	mount
	0000	General Pu	urpose			106111	10101				5825		\$ 3,604.	00
											5825			
											5825			
R	equisition N	O. (required)	R01	51301				Total Co	ontract /	Amount			\$ 3,604	.00
			-	Арр	roval and Rou	ıting (i	n orde	of app	roval st	eps)		1 10 10	7 K. 18.4	
Ser	vices cannot be	provided be	fore the	contract is	fully approved ar	nd a Pur	rchase (Order is is	sued. Si	igning this	document	affirms t	hat to you	ır knowledge
1000					services were not	. Contractor								/\
	OUS	SD Adminis	trator ve	rifies that	this vendor do		appear	on the		7 (000 00 300 300 00			r.sam.go	<u> </u>
	Administrator	Market State	(Originator) Nan	ne Jessica Ca	annon				Phone	654-488			
1.	Site / Depa	rtment	Chabot						1	Fax	654-413	3 10	2/16	/
	Signature	1000	6-	IC		0.043.00				Approved	1	1100	2/17	
					y: □State and Fed	///						ols, and Co	ommunity P	artnerships
2.	☐Scope of w	ork Indicates	complian	it use of re	stricted resource	and is i	in alignn	nent with			PSA)			
	Signature								100000	Approved				
	Signature (if us	ing multiple res	tricted reso	urces)					Date A	Approved				
Regional Executive Officer														
3. 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	MRS	Ind	5-	_				Date A	pproved	10-	9-14	1	
		rintendent l	structio	nal Leade	ership / Deputy S	Superin	tenden	Busines	ss Opera	tions C	onsultant A	ggregate l	Jnder □,	Over □\$50,000
4.	Signature	11/	le						Date A	pproved				
5.	Superintende	nt, Board o	f Educati	on Signa	ture on the legal	contract	t							
Lega	Required if no	ot using stan	dard cont	ract	Approved			Denied -	Reason			Da	ate	
Proc	urement D	ate Receive	d					PO Numb	per	P	1502	88C		