Board Office Use: Le	gislative File Info.
File ID Number	11-2726
Introduction Date	11-17-11
Enactment Number	11-2268
Enactment Date	10-26-118



Memo

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The Board of Education

From	Tony Smith, Ph.D., Superintendent By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action Vernon Hal, Deputy Superintendent, Business & Operations				
Board Meeting Date (To be completed by Procurement)	10-26-11				
Subject	Professional Services Contract -				
	Opera Piccola Oakland CA (contractor, City State)				
	ELMHURST COMMUNITY PREP 221 (site/department)				
Action Requested	Ratification of a professional services contract between Oakland Unified School District and Opera Piccola . Services to be primarily provided to ELMHURST COMMUNITY PREP 221 for the period of 08/22/2011 through 06/22/2012 .				
Background A one paragraph explanation of why the consultant's services are needed.	Opera Piccola's services are needed at Elmhurst Community Prep extended day and day school program to provide students with access to visual arts, and professional working artist teachers. Students at Elmhurst otherwise have little or no access to visual arts as a cultural form of expression and as an opportunity for a career. Students will learn how to work creatively to promote thoughts, ideas and designs.				

Discussion
One paragraph
summary of the
scope of work.

Opera Piccola will provide 4 teaching artists at ECP. 1 teacher will teach an in-school elective course, 4 days a week. Another teaching artist will teach an after school class, 3 days a week. 2 teaching artists will do 1 month long residencies and side by side professional development with the SDC class, in the spring.

Recommendation

Ratification of professional services contract between Oakland Unified School District and Opera Piccola . Services to be primarily provided to ELMHURST COMMUNITY PREP 221 for the period of 08/22/2011 through 06/22/2012 .

Fiscal Impact

Funding resource name (please spell out) Measure G ART, Arts & Music Block Grant,
Measure G- Libraries not to exceed \$ 25,500.00

Attachments

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

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		PROFESSIONAL SERVICES CONTRACT 2011-2012
(C(fina to	ONTI ancia perfo	reement is entered into between the Oakland Unified School District (OUSD) and Opera Piccola RACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in al, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent orm such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The agree as follows:
1.		rvices: CONTRACTOR shall provide the services described in Exhibit "A," attached hereto and incorporated herein by reference ervices" or "Work").
2.	if th Boa	rms: CONTRACTOR shall commence work on <u>08/22/2011</u> , or the day immediately following approval by the Superintendent ne aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the ard of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than <u>1/22/2012</u>
3.	exc be	mpensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to beed Twenty Five Thousand Five Houndred Dollars (\$25,500.00). This sum shall for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.
		CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," ached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.
		ISD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for ISD, except as follows: none.
	CO	yment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the NTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the tion of the Work for which payment is to be made.
	to c	e granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a yment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that see must be replaced by CONTRACTOR without delay.
4.		bmittal of Documents : CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and ISD 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.	-	uipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this reement except: nonewhich shall not exceed a total cost of \$ 0.00
6.	СО	NTRACTOR Qualifications / Performance of Services.
	CO	NTRACTOR 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:

Requisition No.	R0201024, R0200601,	P.O. No.	
	R0201070		

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.

Anticipated start date: 08/22/2011 Work shall be completed by: 06/22/2012 Total Fee: \$25,500.00 OAKLAND UNIFIED SCHOOL DISTRICT President, Board of Education Certaractor Signature ☐ Superintendent or Designee **Executive Director** Corrina Marshall Secretary, Board of Education Print Name, Title Certified: File ID Number //- 2 Introduction Date: 10-17-11 Edgar Rakestraw, Jr., Secretary Board of Education Enactment Number: //-226 Enactment Date: 10 - 26-11

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Summary of terms and compensation:



ERTIFICATE OF LIABILITY INSURANCE

OPERA-2

OP ID: RA

DATE (MM/DD/YYYY)

08/17/11 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). 925-932-0424 CONTACT R. L. Milsner, Inc. PHONE (A/C, No, Ext): FAX (A/C, No): 925-932-2317 CA License #0557311 P.O. Box 8197 ADDRESS: Walnut Creek, CA 94596 INSURER(S) AFFORDING COVERAGE NAIC # R.L. Milsner Inc. INSURER A: Nonprofits Ins. Alliance of CA Opera Piccola INSURED INSURER B: Hartford Insurance Co 22357 p.o. box 10918 INSURER C: Oakland, CA 94610 INSURER D: INSURER E : INSURER F : COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUBI POLICY EFF POLICY EXP TYPE OF INSURANCE LIMITS POLICY NUMBER INSR WVD **GENERAL LIABILITY** 1,000,000 **EACH OCCURRENCE** \$ DAMAGE TO RENTED PREMISES (Ea occurrence) 11/17/10 11/17/11 500,000 201002974NPO X COMMERCIAL GENERAL LIABILITY \$ CLAIMS-MADE X OCCUR Excluded MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 2,000,000 **GENERAL AGGREGATE** \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ GEN'L AGGREGATE LIMIT APPLIES PER: PRO-\$ POLICY COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** BODILY INJURY (Per person) \$ ANY AUTO ALL OWNED SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE \$ HIRED AUTOS (Per accident) \$ UMBRELLA LIAB OCCUR **EACH OCCURRENCE EXCESS LIAB** CLAIMS-MADE **AGGREGATE** \$ \$ DED RETENTION \$ WORKERS COMPENSATION X WC STATU-AND EMPLOYERS' LIABILITY 09/03/11 09/03/12 1,000,000 57WECLY3106 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? B E.L. EACH ACCIDENT 1,000,000 (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
OAKLAND UNIFIED SCHOOL DISTRICT IS NAMED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY ONLY.

CERTIFICATE HOLDER

CANCELLATION

OAKLAND UNIFIED SCHOOL DISTRICT 1025 2ND AVENUE OAKLAND, CA 94606

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

ALITHORIZED REPRESENTATIVE

R.L. Milsner Inc.

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