Board Office Use: Legislative File Info. File ID Number 15-0066 Introduction Date **Enactment Number Enactment Date**



Memo

-	_	

Board of Education

From

Antwan Wilson, Superintendent

Board Meeting Date (To be completed by Procurement)

2/11/15

Subject

Professional Services Contract - HERO, Inc.

- #172 Fred T. Korematsu Discovery Academy

(site/department)

Action Requested

Approval of professional services contract between Oakland Unified School

District and HERO, Inc.

. Services to

be primarily provided to #172 Fred T. Korematsu Discovery Academy for the period of Sept. 29, 2014 through June 11, 2015

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

HERO Inc. will help build the upper grade student leadership skills as they become part of the structured physical activities and weekly structured recess to learn how to work and partner with the lower grade levels creating an atmosphere of responsibility and decision making.

Discussion One paragraph summary of the scope of work.

The HERO, Inc. is a physical activity program that offers Kinders through 5th grade students physical and creative activities by way of strengthening the students minds and body through leadership and sportsmanship within the structured time limits during the day.

Recommendation

Approval of professional services contract between Oakland Unified School

District and HERO, Inc.

. Services to

be primarily provided to #172 Fred T. Korematsu Discovery Academy

for the period of Sept. 29, 2014

through June 11, 2015

Fiscal Impact

Funding resource name (please spell out)

_not to exceed 14,000.00

Attachments

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

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15-0066
2-11-15
15-0205
2/11/15 84



PROFESSIONAL SERVICES CONTRACT 2014-2015

Th	is Agreement is entered into between HERO, Inc.
(Co	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 Sept. 29, 2014, or the day immediately following approval by the Superintendent
	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 June 11, 2015
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed
	Dollars (14,000.00) [per fiscal year], at an hourly billing rate not to exceed \$37.03 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:
	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:
	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

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 date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- 7. 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.	ROIS	51316
Requisition No.		7014

OUSD Representative:	CONTRACTOR:					
Name:Rosemary McAtee	Name: LaMarr Kendricks					
Site /Dept.:_#172 Fred T. Korematsu Discovery Academy	Title: Director					
Address: 1035 E Street	Address: 4200 Park Blvd. #138					
Oakland, CA 94603	Oakland CA 94602					
Phone:510 639-3377	Phone: (510) 295-5675 Email: LamarrKendricks@sbcglobal.net					
Email: rosemary.mcatee@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.
- Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 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.

- 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.

OAKLAND UNIFIED SCHOOL DISTRICT	CONTRACTOR /
President, Board of Education	Contractor Signature
☐ Superintendent ☐ Chief or Deputy Chief	LaMarr Kendricks
MILLE	Director Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 15-066
Introduction Date: 2/11/5
Enactment Number: 15-0205
Enactment Date: 2/11/5
By. (2)

Secretary, Board of Education

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., FRGM 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.

The HEREO, Inc. is a physical activity program that offers Kindergarten through n5th grade students physical activities by way of strengthening the students minds and body through sportsmanship team building, self-esteem and developing gross motor skills, social skills and teaches students how to follow multi-step instructions and works specifically with special needs.

HERO, Inc. builds students leadership skills by making them part of managing the structured activities laid out for the day. In addition, our P.E. minutes are met by having students see the HERO coach one to two times per week in addition to the structured recess time.

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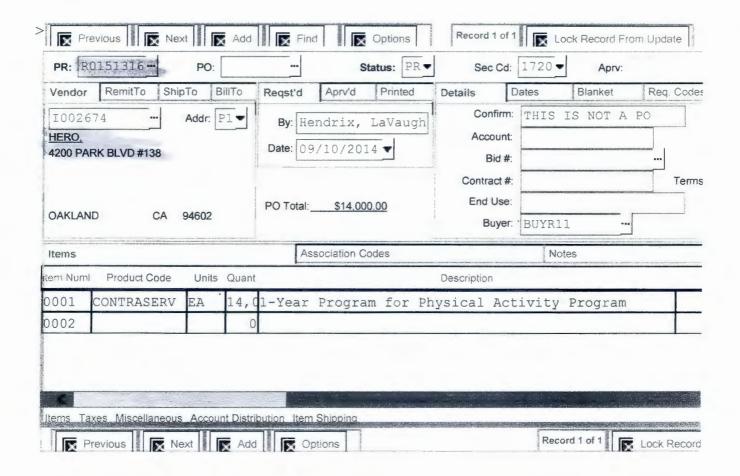
2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students 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.

Approximately 90 upper grade KDA students will be trained in leadership skills and gain the ability to help work with lower grade students in creating an atmosphere of responsibility, and decision making. The other 328 students will gain mentors from the HERO program leaders and the KDA upper grade students to further build critical thinking elements and teamwork and personal responsibility.

Students are not denied recess, rather we use restorative justice techniques and offer students second chances.

3.	-	ment with District Strategic Plan: Indicate the all that apply.)	goals and visions supported by the services of this contract:
	☐ Er	sure a high quality instructional core	 Prepare students for success in college and careers
	□ De	evelop social, emotional and physical health	☐ Safe, healthy and supportive schools
	☐ Cr	eate equitable opportunities for learning	 Accountable for quality
	☐ Hi	gh quality and effective instruction	☐ Full service community district
4.	Please	e select:	Plan – CSSSP (required if using State or Federal Funds): o additional documentation required) – Item Number:
		ction Item added as modification to Board Aplanager either electronically via email of scanned doc	proved CSSSP – Submit the following documents to the Resource numents, fax or drop off.
	1.	Relevant page of CSSSP with action item highligh date, school site name, both principal and school	tted. Page must include header with the word "Modified", modification site council chair initials and date.
	2	Meeting announcement for meeting in which the C	CSSSP modification was approved.
	3	Minutes for meeting in which the CSSSP modifica	tion was approved indicating approval of the modification.
	4	Sign-in sheet for meeting in which the CSSSP mo	dification was approved.

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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

SAM Search Results List of records matching your search for:

Search Term : hero* lamarr* kendricks* Record Status: Active

No Search Results

September 03, 2014 6:51 PM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/18/2014

THIS CERTIFICATE IS SUED 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 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).	orsellent. A statement on this certificate does not come night	S to the					
PRODUCER	CONTACT NAME:						
INSZONE INSURANCE SERVICES INC/PHS	PHONE (A/C, No, Ext): (866) 467–8730 FAX (A/C, No): (888)	443-6112					
129363 P: (866) 467-8730 F: (888) 443-6112	2 E-MAIL ADDRESS:						
PO BOX 33015	INSURER(S) AFFORDING COVERAGE	NAIC#					
SAN ANTONIO TX 78265	INSURERA: Sentinel Ins Co LTD						
INSURED	INSURERB: Twin City Fire Ins Co						
	INSURER C:						
LAMARR KENDRICKS DBA: H.E.R.O.	INSURER D :						
4200 PARK BLVD # 138	INSURER E:						
OAKLAND CA 94602	INSURER F:						
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AND AND THE INSURANCE AND THE	ON OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO	O WHICH THIS					

TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR TYPE OF INSURANCE							POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMER	IAL GENERA	L LIABILITY					EACH OCCURRENC	E	\$1,000,000
Ì		IMS-MADE						DAMAGE TO RENTE PREMISES (Ea occur		\$1,000,000
A	X Gener	al Lia	b	X	57 SBA RG1517	07/05/2014	07/05/2015	MED EXP (Any one po	erson)	\$10,000
								PERSONAL & ADV IN	JURY	\$1,000,000
Ì	GEN'L AGGRE	SATE LIMIT AF	PPLIES PER:					GENERAL AGGREGA	ATE	\$2,000,000
	POLICY		X LOC					PRODUCTS - COMP/	OP AGG	\$2,000,000
\dashv	OTHER:	IABILITY						COMBINED SINGLE L	IMIT	\$
	ANY AUT	ANY AUTO						BODILY INJURY (Per	person)	ş
	ALL OWNED SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS							BODILY INJURY (Per	accident)	\$
							PROPERTY DAMAGE (Per accident)		\$	
	UMBRELL	A LIAB	OCCUR					EACH OCCURRENCE	<u> </u>	\$
	EXCESS L	IAB	AB CLAIMS-MADE					AGGREGATE		\$
	DED	RETENTION \$								\$
\dashv	WORKERS COMPE	VSATION	10.00					X PER STATUTE	OTH- ER	
	ANY PROPRIETO	R/PARTNER/E						E.L. EACH ACCIDENT		\$1,000,000
	OFFICER/MEMBE (Mandatory in N			N/A	57 WEC RR5792	08/28/2014	08/28/2015	E.L. DISEASE- EA EM	PLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLIC	Y LIMIT	\$1,000,000	

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

Those usual to the Insured's Operations. Oakland Unified School District is an additional insured and coverage is primary and non-contributory per the business liability coverage form SS0008 attached to this policy.

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Attn: Risk Management	AUTHORIZED REPRESENTATIVE
900 HIGH ST	yar Maillon
CAKLAND, CA 94601	/ - / /

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015



Attac	Basic Directions Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool 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 All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/) For All Consultants: Statement of qualifications (organization); or resume (individual consultant).											
ousi	OUSD Staff Contact Emails about this contract should be sent to: (required) rosemary.mcatee@ousd.k12.ca.us											
					Contract	or Info	rmation					
Cont	ractor Name	HERO, In	C.			_	cy's Contac	t La	aMarr Kendi	ricks		
	D Vendor ID					Title			irector			
Stree	et Address	4200 Park	Blvd. #1	138	01.7	City	Oakland			State CA	A Zij	p 94602
Tele	phone	(510) 295					(required)			@sbcglobal.net		
Cont	ractor History	Pre	viously b	been an Ol	USD contractor?	Yes	☐ No	W	orked as a	n OUSD emp	oloyee?	Yes I No
		Cor	npensa	ation and	Terms – Must	be wi	thin the O	USD E	Billing G	uidelines		
Antic	pated start of		Sept. 29		Date work will	~	June 11, 20			xpenses		
	Rate Per Hou		\$ 37.03		Number of Ho	Ire (man		-				
1 dy	rate i ei riot	ii (required)	\$ 37.03		Number of Fro	uro (requ	(illed) 376					
	If you ar	e planning to m	ulti-fund	a contract u	Budget sing LEP funds, ple			and Fe	ederal Office	e <u>before</u> comple	eting requis	sition.
R	esource #	Resource I	iame		C	rg Key				Object Code		Amount
	0791	Unres Instsru	ic-LEP	172179			91101			5825	\$ 14,0	00.00
										5825		
										5825	-	
-	2	NI.	Ð	210013	11		Total Co	ntrant	Amount	0020	\$ 14,0	100.00
- 1	Requisition	NO. (required)	A	015131							\$ 14,0	100.00
Se	/			ontract is ful ser	oval and Routing Ily approved and a livices were not provints vendor does not	Purchas vided be	e Order is iss fore a PO was	ued. Si s issued	igning this d			
		or / Manager (C		Name					Phone	510 639-337		
1.			,		su Discovery Acade	Tributinary mer acc				510 639-338		
	Signature 1) m	121100	777-	1 1 a	,	>	Date	Approved	10/28/14		
	7	nager, if using t	unds man	aged by:	tate and Federal Qu	ality, Com	munity, School [mmunity Part	therships Risk
					icted resource and i							
2.	Signature								Approved			
	Signature (if using multiple restricted resources) Date Approve											
	,	erintendent/D			erintendent				FF. 5.00			
3.		Sol	A	re	orinteria di la			Doto /	Approved	1/	9/15	
	Signature Chiefs / Dep		Consultant	/	☐Under ☐Over \$84,	100		Date /	Approved	/	113	
					with needs of depar		school site					
4.					cribed in the scope		JULIOUI SILE					
	Signature	15						Date A	Approved			
5.		ent, Board of I	Educatio	n Signature	e on the legal contra	act		_ 3.0 /	17			
		ot using standa			Approved		Denied - R	Reason			Date	
_	Procurement Date Received PO Number											