Board Office Use: Le	gislative File Info.
File ID Number	13-0870
Introduction Date	6/12/13
Enactment Number	13-1042
Enactment Date	6/2/3

Memo



Community Schools, Thriving Students

memo	
То	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)	
Subject	Professional Services Contract Amendment -       1         Linda Luevano       San Francisco       CA         Leadership, Curriculum and Instruction       (Site/department)
Action Requested	Ratification by the Governing Board of the amendment to the professional services contract between the District and Linda Luevano Services to be primarily provided to <u>Leadership, Curriculum and Instruction</u> for the period of <u>April 29, 2013</u> through <u>06/30/2013</u> , in an amount not to exceed \$ 4,000.00
Background A one paragraph explanation of why an amendment is needed.	Bilingual and English Learner Programs has identified areas of need dealing with support for dual language programs. Linda Luevano holds expertise in dual language programs and has worked as a principal and district administrator of dual language programs. This contract would provide support for developing dual language programs through the Dual Language Inquiry Cohort and provide guidance on the development of district policy recommendations for sustainable dual language programs
Discussion One paragraph summary of the amended scope of work.	Amendment No. 1 of a contract for services between OUSD and Linda Luevano (San Francisco, Ca), for the latter to provide 44.44 hours of on-site support to 3 schools in the Dual Language cohort, meeting, planning with principals, and to vet a draft process for examining content and language objectives with schools for use with the entire cohort through the period of April 29, 2013 through June 30, 2013 for an additional \$4,000, increasing the original from \$30,000 to an amount Not to Exceed of \$34,000. All other terms remain in full force and effect.
Recommendation	Ratification by the Governing Board of the amendment to the professional services contract between the District and Linda Luevano Services to be primarily provided to Leadership, Curriculum and Instruction for the period of <u>April 29, 2013</u> through <u>06/30/2013</u> , in an amount not to exceed § 4,000.00
Fiscal Impact	Funding resource name (please spell out) <u>TITLE 3-ELD-STAFF DEVELOPMENT</u> not to exceed \$ <u>4,000.00</u>
Attachments	<ul> <li>Contract Amendment</li> <li>Copy of original contract</li> </ul>

File Intra Ena	ard Office Use: Legislative I ID Number /37 oduction Date 6 actment Number /3 actment Date 6	2870 213 -1642 1413	INT NO1	OAKLAND UNIFIED
		TO PROFESSIONAL	SERVICES CONTRAC	
ar	This Am Linda Luevano	(CONTRACTOR).	en the Oakland Unified School Distr OUSD entered into an Agreement v _, and the parties agree to amend	with CONTRACTOR for services on
E	If the scope of work has che expected final results, such as <u>Revised scope of work atta</u> contractor will provide on-site support of the Dual Language cohort. The co	services, materials, products, ched. OR, The CONTRACT to 3 schools in the Dual Language c	_	amended services:
2.	If the term has change	erm of the contract is <u>unchang</u> ed: The contract term is ext ation date is	tended by an additional	
3.	<ul> <li>Increase of</li> <li>Decrease of</li> <li>and the new contract to</li> </ul>	as changed: The contract \$ <u>4,000.00</u> to of \$to to tal isthirty-four thousand	original contract amount original contract amount	
5.	and in full force and effect a Amendment History:	as originally stated.	nt. 🗋 This contract has previously	
	No. Date		on of Reason for Amendment	Amount of Increase (Decrease)
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	Approval: This Agreement is signature by the State Admin PAKLAND UNIFIED SCHOOL I Minute President, Board of Education President, Board of Education Gentified indent or Designee Charter Construction	Distrator, the Board of Educa District untos 5 - 9 - 2013 Date 6 13 13	ent shall be made to Contractor un ation, and/or the Interim Superint CONTRACTOR Amada Angel Contractor Signature LINDA Print Name, Title	ntil it is approved. Approval requires tendent as their designee. <u>3 29 /3</u> Date <u>UEVANO</u>

Rev. 6/12 v1 New Req. No. P.O. No. P1303547

# 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.

Amendment No. 1 of a contract for services between OUSD and Linda Luevano (San Francisco, Ca), for the latter to provide 44.44 hours of on-site support to 3 schools in the Dual Language cohort, meeting, planning with principals, and to vet a draft process for examining content and language objectives with schools for use with the entire cohort through the period of April 29, 2013 through June 30, 2013 for an additional \$4,000, increasing the original from \$30,000 to an amount Not to Exceed of \$34,000. All other terms remain in full force and effect.

# SCOPE OF WORK

Linda Luevano \_\_\_\_\_\_ will provide a maximum of 44.44 \_\_\_\_ hours of services at a rate of \$\_90.00 \_\_\_\_ per hour for a

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 contractor will provide on-site support to 3 schools in the Dual Language cohort. The work is to include meeting and planning with the principals to realize the goals of the Dual Language cohort. The contractor it also to vet a draft process for examining content and language objectives with schools for use with the entire cohort

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.

The Contractor will provide direct support to 3 schools as well as a draft process for examining content and language objectives that can be shared with the whole cohort.

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	<ul> <li>Accountable for quality</li> </ul>
High quality and effective instruction	Full service community district

- 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.

Search Results

#### Current Search Terms: Linda\* luevano\*

No records found for current search.

SAM | System for Award Management 1.0

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





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Tele	phone	(41	5) 730-08	10				Email	linda.	luevano@g	mail.con	n		_		
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Rev. 6/12 v1

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Board Office Use: Legisla	ative File Info.		
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Introduction Date 1/2	1-1-1-12		
Enactment Number /7	2973	SCHO	OL DISTRICT
Enactment Date	2/12/12 01	Community School	ls, Thriving Students
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	The Board of Education		
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From	Equity-in-Action	ntendent puty Superintendent, Instruction, I uty Superintendent, Business & Op	
Board Meeting Date (To be completed by Procurement)	1-12/1-		
Subject	Professional Services Cont Linda Luavano	San Francisco Ca (contrac	tor, City State) site/department)
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Action Requested	District and Linda Luevano be primarily provided to 1	nal services contract between Oak eadership, Curriculum and Instruction 06/30/2013	land Unified School Services to for the period of
<b>Background</b> A one paragraph explanation of why the consultant's services are needed.	language programs. Linda Luevano hok as a principal and district administrator of	has identified areas of need dealing with support for the expertise in dual language programs and has wo of dual language programs. This contract would prov ograms through the Dual Language Inquiry Cohort a rguage programs	rked vide
Discussion One paragraph summary of the scope of work.	Dual Language Cohort schools and will programs within OUSD. The Contractor	and Linda Luevano (San Francisco, Ca), for the latte work in collaboration with management and site ad will also collaborate with management to support p Language programs across this district for the perio ed \$30,000.	ministrators to improve roposals for new programs
Recommendation	District and Linda Luevano be primarily provided to	al services contract between Oakla Leadership, Curriculum and Instruction 06/30/2013	nd Unified School Services to for the period of
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www.ousd.k12.ca.us

Board Office Use: Leg	siative File Info.
File ID Number	12 2918
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Enactment Number	12-2973
Enactment Date	12/12/1201



# **PROFESSIONAL SERVICES CONTRACT 2012-2013**

This Agreement is entered into between the Oakland Unified School District (OUSD) and Linda Luevano (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- 1. Services: The CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
- Terms: CONTRACTOR shall commence work on <u>10/15/2012</u>, 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 <u>06/30/2013</u>.
- 3. Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed thirty thousand \_\_\_\_\_\_\_ Dollars (\$ 30,000,00 \_\_\_\_\_\_). 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.

- 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:

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Page 1 of 6

OUSD Representative:	CONTRACTOR:					
Name: Elizabeth Macias	Name: Linda Luevano	_				
Site /Dept.: Leadership, Curriculum and Instruction	Title: Contractor	_				
Address	Address: 419 Franconia St.					
Oakland, CA	San Francisco Ca 94110					
Phone: (510) 336-7592	Phone: (415) 730-0810					

Notice shall be effective when received if personally served or, if malled, 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. Involcing

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 involcing, 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:
  - 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.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 11. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

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Page 2 of 6

- 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, mantal 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. Walver: 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 involcing requirements outlined in Section 8, which include:
  - 1. Tuberculosis Screening
  - 2. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewes the Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial:

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

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

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- 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 Recitais and Exhibits: The Recitais and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. Certification Regarding Debarment, Suspension, ineligibility and Voluntary Exclusion: The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/epls/search.do)

Summary of terms and compensation:

Anticipated start date: 10/15/2012

Work shall be completed by: 06/30/2013

Total Fee: \$ 30,000.00

**OAKLAND UNIFIED SCHOOL DISTRICT** 

President, Board of Education

Superintendent or De Cedified:

Secretary, Board of Education Edgar Rakestraw, Jr., Secretary 60416966466888P: 12-29 Introduction Date: 12 Enactment Number: \_\_\_\_\_ Enactment Date: 172 112 By: OA

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Linda Luevano Print Nams, Title Contractor

Rev. 4/11/12 v1

Page 4 of 6

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

### DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not 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 WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

A contract for services between OUSD and Linda Luevano (San Francisco, Ca), for the latter to provide support to the Dual Language Cohort schools and will work in collaboration with management and alte administrators to improve programs within OUSD. The Contractor will also collaborate with management to support proposals for new programs as well as support for sustainable Dual Language programs across this district for the period October 15, 2012 through June 30, 2013 in an amount not to exceed \$30,000.

# SCOPE OF WORK

#### Linda Luevano

will provide a maximum of 334.00 hours of services at a rate of \$ 90.00 per hour for a

total not to exceed \$30,000.00 . Services are anticipated to begin on 10/15/2012 and end on 06/30/2013

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

-gather data on research based Dual Language programs,

-work in collaboration with management and site administrators to plan professional learning for site leaders and teachers

- -gather data on strengths and challengers of current programs in OUSD and work with site leadership to follow through with next steps
- -provide recommendations to support sustainable Dual Language programs across this district,

-support identification of resources

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.

As a result of this contract the following will be created in support of dual language programs in Oakland Unified: -Instructional and professional learning plans for dual language programs -Process for engaging communities interested in dual language programs -Recommendations to support Dual Language Programs

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	High quality and effective instruction	Full service community district
	Create equitable opportunities for learning	Accountable for quality
	Develop social, emotional and physical health	Safe, healthy and supportive schools
	Ensure a high quality instructional core	Prepare students for success in college and careers
3.	(Check all that apply.)	Indicate the goals and visions supported by the services of this contract:

Page 5 of 6

The contractor, Linda Luevano, will .

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.

Page 6 of 6

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X Business Owners					PERSONAL & ADV INJURY	5	2,000,0	
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## **Excluded Parties List System**

## Page 1 of 1

## Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

# Search Results for Parties Excluded by

Individual : linda luevano As of 28-Sep-2012 3:34 PM EDT Save to MyEPLS

Your search returned no results.

EPLS Search Results

Back New Search Printer-Friendly

### Resources

> Search Help

**Excluded Parties List System** 

- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

### Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

**Contact Information** 

> For Help: Federal Service Desk

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