

Board Office Use: Legislative File Info.	
File ID Number	13-0870
Introduction Date	6/12/13
Enactment Number	13-1042
Enactment Date	6/12/13



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
Tony Smith, Ph.D., Superintendent

From By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date _____
(To be completed by Procurement)

Subject Professional Services Contract Amendment - 1
Linda Luevano San Francisco CA (Contractor, City/State) -
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 Leadership, Curriculum and Instruction for the period of April 29, 2013 through 06/30/2013, 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 April 29, 2013 through 06/30/2013, in an amount not to exceed \$ 4,000.00.

Fiscal Impact Funding resource name (please spell out) TITLE 3-ELD-STAFF DEVELOPMENT not to exceed \$4,000.00

Attachments

- Contract Amendment
- Copy of original contract



Board Office Use: Legislative File Info.	
File ID Number	13-0870
Introduction Date	6/12/13
Enactment Number	13-1642
Enactment Date	6/14/13

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Linda Luevano (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on October 15, 2012, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work has changed. ONLY the funding source has changed.
If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
 Revised scope of work attached. **OR**, The CONTRACTOR agrees to provide the following amended services:
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. **Terms (duration):** The term of the contract is unchanged. The term of the contract has changed.
If the term has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation has changed: The contract price is amended by
 Increase of \$ 4,000.00 to original contract amount
 Decrease of \$ _____ to original contract amount
and the new contract total is thirty-four thousand dollars (\$ 34,000.00)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos 5-9-2013
 President, Board of Education Date
 ~~Certified~~ Edgar Robles 6/13/13
 Secretary Date
 Oakland Unified School District
 Board of Education

CONTRACTOR

Linda Luevano 3-29-13
 Contractor Signature Date
LINDA LUEVANO
 Print Name, Title

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.

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 total not to exceed \$4,000.00. Services are anticipated to begin on April 29, 2013 and end on 06/30/2013.

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
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
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

IBM v1.821.20130326-0005

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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APR 15
2012-2013

AMENDMENT ROUTING FORM
PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1

Directions

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

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

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

Attachment Checklist

Contract amendment packet including Board Memo and Amendment Form

Amended Scope of work (Be specific as to what additional work is being done by this consultant.)

A Board Approved copy of the original contract and any prior Amendments.

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

Contractor Information

Contractor Name	Linda Luevano	Agency's Contact	Linda Luevano		
OUSD Vendor ID #	1005591	Title	Consultant		
Street Address	419 Franconia St.	City	San Francisco	State	CA Zip 94110
Telephone	(415) 730-0810	Email	linda.luevano@gmail.com		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 30,000.00	Original PO Number	P1303547		
Amended Amount	\$ 4,000.00	New Requisition #	R0315340		
New Total Contract Amount	\$ 34,000.00	Start Date	April 29, 2013	End Date	06/30/2013
Pay Rate Per Hour (Required)	90.00	Number of Hours (Required)	44.44		

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
4203	TITLE 3-ELD-ST	9091169205	5825	\$ 4,000.00
			5825	\$
			5825	\$

Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	Site Administrator or Manager	Name	Elizabeth Macias	Phone	5103367592	Fax	5104826773
	Site / Department	Leadership, Curriculum and Instruction					
2.	Signature	<i>Elizabeth Macias</i>				Date Approved	3/27/13
	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships						
	Signature	<i>Susan Kay</i>				Date Approved	4-16-13
3.	Regional or Executive Officer						
	Signature	<i>[Signature]</i>				Date Approved	4-16-13
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
	Signature	<i>Maria Santos</i>				Date Approved	5-9-13
5.	Superintendent or Board of Education Signature on the legal contract						
Legal	Required if not using standard contract	Approved		Denied - Reason		Date	
Procurement	Date Received			PO Number	P1303547		

243

Board Office Use: Legislative File Info.	
File ID Number	12-2918
Introduction Date	12-12-12
Enactment Number	12-2973
Enactment Date	12/12/12



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To 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) 12/12/12

Subject Professional Services Contract -
Linda Luevano San Francisco Ca (contractor, City State)
Leadership, Curriculum and Instruction (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Linda Luevano. Services to be primarily provided to Leadership, Curriculum and Instruction for the period of 10/15/2012 through 06/30/2013.

Background
A one paragraph explanation of why the consultant's services are 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 sustainable dual language programs

Discussion
One paragraph summary of the scope of work.

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 site 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.

Recommendation Ratification of professional services contract between Oakland Unified School District and Linda Luevano. Services to be primarily provided to Leadership, Curriculum and Instruction for the period of 10/15/2012 through 06/30/2013.

Fiscal Impact Funding resource name (please spell out) Title 3
 not to exceed \$ 30,000.00

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

Board Office Use: Legislative File Info.	
File ID Number	12-2918
Introduction Date	12-12-12
Enactment Number	12-2973
Enactment Date	12/12/12 ed



OAKLAND UNIFIED
SCHOOL DISTRICT

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.
2. **Terms:** CONTRACTOR shall commence work on 10/15/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.
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.
5. **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 \$ _____.

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.

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:

Professional Services Contract
OUSD Representative:

Name: Elizabeth Macias
Site /Dept.: Leadership, Curriculum and Instruction
Address: Oakland, CA
Phone: (510) 336-7592

CONTRACTOR:

Name: Linda Luevano
Title: Contractor
Address: 419 Franconia St.
San Francisco Ca 94110
Phone: (415) 730-0810

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

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

10. Insurance:

1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
 - 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.

Professional Services Contract

22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplis/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

Maria Santos

President, Board of Education

Superintendent or Designee

Certified: Edgar Rakestraw, Jr.

Secretary, Board of Education

Edgar Rakestraw, Jr., Secretary

Board of Education: 12-29-12

Introduction Date: 12/12/12

Enactment Number: 12-2973

Enactment Date: 12/12/12

By: OA

CONTRACTOR

Linda Luevano

Contractor Signature

10-12-12

Date

Linda Luevano

Contractor

Print Name, Title

11-6-2012

Date

11/13/12

Date

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 site 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(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.

The contractor, Linda Luevano, will:

- 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

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- [x] Ensure a high quality instructional core
[x] Prepare students for success in college and careers
[x] Develop social, emotional and physical health
[x] Safe, healthy and supportive schools
[x] Create equitable opportunities for learning
[x] Accountable for quality
[x] High quality and effective instruction
[x] 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.
-

EPLS

Excluded Parties List System



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](#)

EPLS Search Results

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.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > [Search Help](#)
- > [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](#)

Record 26 of 7060

PR:
 PO:
 Status:
 Sec Cd:
 Aprv:

Vendor	RemitTo	ShipTo	BillTo	Reqst'd	Aprv'd	Printed	Details	Dates	Blanket	Req. Codes
<input type="text" value="I005591"/> Addr: <input type="text" value="P1"/> LUEVANO, LINDA 419 FRANCONIA ST. SAN FRANCISCO CA 94110				By: <input type="text" value="Boytes, Marilu"/> Date: <input type="text" value="04/05/2013"/>		Req Codes <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>				
				PO Total: <u>\$4,000.00</u>						

Items	Association Codes	Notes			
Item Numl	Quantity	Units	Description	Amount	AC
0001	1	EA	Amendment Contract with Linda Luevano to provide	4,000.00	GL 909
0002	0			0.00	GL 909

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://tranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- 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)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement.

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.epls.gov/epls/search.do>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
- For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact: Emails about this contract should be sent to (required) marilu.boytes@ousd.k12.ca.us

Contractor Information

Contractor Name	Linda Luevano	Agency's Contact	Linda Luevano
OUSD Vendor ID #	1005591	Title	Consultant
Street Address	419 Franconia St.	City	San Francisco
		State	Ca
		Zip	94110
Telephone	(415) 730-0810	Email (required)	linda.luevano@gmail.com
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	10/15/2012	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 90.00	Number of Hours (required)	334.00		

Budget Information

If you are planning to enter into a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
4203	Title 3	9091169205	5825	\$ 30,000.00
			5825	\$
			5825	\$
Requisition No. (required)	R0305541		Total Contract Amount	\$ 30,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	Administrator / Manager (Originator)	Name	Elizabeth Macias	Phone	(510) 336-7592	
	Site / Department	Leadership, Curriculum and Instruction			Fax	(510) 482-6773
	Signature	<i>Elizabeth Macias</i>			Date Approved	10/12/12
2.	Resource Manager, if using funds managed by: <input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature	<i>Susan Ray</i>			Date Approved	10/17/12
3.	Regional Executive Officer					
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
4.	Signature	<i>Maria Santos</i>			Date Approved	11-6-2012
	Deputy Superintendent (Instructional Leadership / Deputy Superintendent Business Operations) Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
5.	Superintendent, Board of Education Signature on the legal contract					
Legal Required if not using standard contract	Approved	Denied - Reason			Date	
Procurement	Date Received	PO Number	P1303547			