

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	12-0592
Introduction Date	3-14-12
Enactment Number	12-0880
Enactment Date	3-14-12 <i>BS</i>



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)* March 14, 2012

**Subject** Memorandum of Understanding between the Oakland Unified School District and San Francisco Unified School District to prepare and support intern teachers on intern credentials as they progress through courses in the credential program and earn their Special Education Intern Credential.

**Action Requested** Approval of the Memorandum of Understanding between Oakland Unified School District and San Francisco Unified School District. Services to be primarily provided from August 11, 2011 through June 30, 2012.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.* Approval by Board of Education of a Memorandum of Understanding between District and San Francisco Unified School District, for the former to continue to prepare and support intern teachers on intern credentials as they progress through courses in the credential program and earn their Special Education Intern Credential, at compensation up to \$2,500.00 pursuant to terms and conditions in said MOU, for the period August 11, 2011 through June 30, 2012.

**Discussion**  
*One paragraph summary of the scope of work.* As part of this agreement, Oakland Unified School District (OUSD) will continue to prepare and support intern teachers on intern credentials as they progress through courses in the credential program and earn their Special Education Intern Credential. Additionally, we will provide the candidates with fieldwork supervision at their school sites.

**Recommendation** Approval of the Memorandum of Understanding between Oakland Unified School District and San Francisco Unified School District. Services to be primarily provided from August 11, 2011 through June 30, 2012.

**Fiscal Impact** The Memorandum of Understanding is funded through the San Francisco Unified School District. There is no fiscal impact to the District.

**Attachments**

- Memorandum of Understanding between OUSD and the State of California, and San Francisco Unified School District.

## SERVICES AGREEMENT FOR ORGANIZATIONS

This Agreement is dated for convenience **August 18, 2011** and is entered into between **Oakland Unified School district** (hereinafter "OUSD") and the San Francisco Unified School District (hereinafter "District").

### RECITALS

Whereas, OUSD represents itself able and, for a consideration, willing to perform the **Human Resources Teacher Support and Development** services more specifically described in Appendix A.

Whereas as part of this agreement, OUSD will continue to prepare and support intern teachers, with intern credentials, as they progress through courses in the credential program and earn their Special Education Intern Credential;

Whereas, OUSD will provide the candidates with fieldwork supervision at OUSD school sites;

Now therefore, the District and OUSD agree:

This Agreement attaches and incorporates by reference as though fully set forth herein the following documents: Board Resolution, Criminal Background/Tuberculosis Clearance Written Certification Form, W-9 Form, Appendix A – Description of Services, and Appendix B – Calculation of Charges and General Conditions, (collectively referred to as the "Agreement"). The following documents shall be attached to this Agreement: **Insurance certificates and Endorsement (See Section 10 for Insurance and Endorsement requirements).**

#### **A. TERM OF THE AGREEMENT/ EFFECTIVE DATE OF AGREEMENT**

Subject to Section 1 of the attached General Conditions, the term of this Agreement shall be the term set forth in the approved Board Resolution for services to be provided by Contractor under this Agreement.

Notwithstanding the foregoing, This Agreement shall become effective only upon approval in writing by the District's Board of Education, proper execution by the parties and certification by the Chief Financial Officer as to the availability of funds.

#### **B. SERVICES CONTRACTOR AGREES TO PERFORM**

OUSD agrees to perform the services provided for in the attached Appendix A, "Description of Services."

#### **C. COMPENSATION**

Compensation to Contractor shall not exceed **TWO THOUSAND FIVE HUNDRED** dollars, (\$2,500.00). The breakdown of costs and payment schedule associated with this Agreement appears in the attached **Appendix B, "Calculation of Charges."** Upon receipt of invoice for payment, payments shall be made in a reasonable time upon approval by the Site or Department Head, in his or her sole discretion, that the services, set forth in **Section B ("Services Contractor Agrees to Perform")** of this Agreement, have been rendered satisfactorily, and in a professional and timely manner in accordance with this Agreement. If the District and Contractor mutually agree that the scope of work described herein is increased, the Agreement may also be increased provided that there is a prior written modification to the Agreement in accordance with **Section 25 ("Modification of Agreement")** of the General Conditions and a Board Resolution authorizing said increases. It shall be the responsibility of

the Contractor to ensure that the total approved amount of the Agreement is not exceeded. Any work performed in excess of said amount shall not be compensated.

In no event shall the District be liable for interest or late charges for late payments; provided however if the District is more than 60 days in arrears in the payment of invoices submitted by OUSD under this Agreement, OUSD in its sole discretion may terminate this Agreement.

**D. NOTICE TO PARTIES**

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office as follows:

**TO THE DISTRICT:**

SITE/DEPARTMENT	<b>Human Resources, Teacher Support and Development</b>
HEAD OF SITE/DEPARTMENT	<b>Roger L. Buschmann</b>
CONTACT PERSON	<b>Debra Eslava-Burton</b>
STREET ADDRESS	<b>555 Franklin Street, 2<sup>nd</sup> Floor</b>
CITY, STATE, ZIP	San Francisco, CA <b>94102</b>
TELEPHONE/FAX	415. <b>355-7648</b> (TEL) 415. <b>355-7653</b> (FAX)
EMAIL ADDRESS	<b>EslavaD@sfusd.edu</b>

**DISTRICT CONTRACT OFFICE:**

San Francisco Unified School District  
 Contracts Office  
 135 Van Ness Street, Room 102  
 San Francisco, CA 94102  
 415-355-6963 (TEL) 415-522-6711 (FAX)

**TO THE CONTRACTOR:**

CONTRACTOR	<b>Oakland Unified School District</b>
CONTACT NAME	<b>Sharon W. Casanares, Executive Director</b>
STREET ADDRESS	<b>2850 West Street</b>
CITY, STATE, ZIP	<b>Oakland, CA 94608</b>
TELEPHONE/FAX	<b>510-879-8223</b> (TEL) <b>510-874-3707</b> (FAX)
EMAIL ADDRESS	<b>Sharon.casanares@ousd.k12.ca.us</b>


IN WITNESS WHEREOF the parties hereto have executed this Agreement the year and date first above written per Board Resolution #: **10-567KA** approved on the following date **June 14, 2011**. [See attached 'Approved K-Resolution'.]

**Oakland Unified School District (OUSD)**

**SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

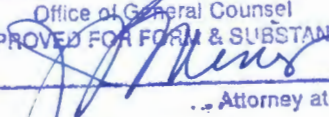
By:   
Authorized Signature

APPROVED:  
  
\_\_\_\_\_  
Joseph C. Grazioli  
Chief Financial Officer


  
**Sharon W. Casanares**  
Executive Director  
Program for Exceptional Children

APPROVED AS TO FORM:  
  
BY: \_\_\_\_\_  
Maribel S. Medina, General Counsel  
(N/A if <= \$25,000)


OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE

By:   
\_\_\_\_\_  
Attorney at Law

REVIEWED:  
  
\_\_\_\_\_  
Contracts Office

 3/15/12  
**Jody London**  
President, Board of Education

RECOMMENDED:  
  
\_\_\_\_\_  
Roger L. Buschmann  
Chief Human Resources Officer

 3/15/12  
**Edgar Rakestraw, Jr.**, Secretary  
Board of Education

**LEGISLATIVE FILE**  
File ID Number 12-0592  
Introduction Date 3-14-12  
Enactment Number 12-0880 *FD*  
Enactment Date 3-14-12

## **Appendix A**

### **Description of Services**

**As part of this agreement, Oakland Unified School District (OUSD) will continue to prepare and support intern teachers on intern credentials as they progress through courses in the credential program and earn their Special Education Intern Credential. Additionally, we will provide the candidates with fieldwork supervision at their school sites.**

**OUSD agrees that:**

- 1. Each intern shall have passed the California Education Basic Skill Test (CBEST) and shall have passed the subject matter requirement (e.g., CSET/Multiple or Single Subject Tests or Liberal Studies Waiver) prior to assuming intern services or responsibilities.**
- 2. Each intern shall possess a B.A. Degree, documented by official transcripts with a minimum overall GPA of 2.67 or 2.75 in last 60 units.**
- 3. Each intern shall have a minimum of 120 hours of verified experience with students in educational settings including experience with English Language learners.**
- 4. Each intern shall have passes U.S. Constitution coursework or examination.**
- 5. Each intern shall be provided adequate supervision, advice, encouragement, and support, as appropriate, by the program personnel, including but not limited to the College faculty and the College field supervisor.**
- 6. OUSD will provide program coordination and student services needed to manage the intern application and training process to ensure timely completion of credential coursework and filing for intern and preliminary credentials with the Commission on Teacher Credentialing (CTC).**

**Appendix B**

**Breakdown of Charges**  
 OUSD Alternative Certification/Intern Program  
 Budget for 2011-2012 Academic Year

**Total Cost of the Agreement (Not to Exceed Amount): TWO THOUSAND FIVE HUNDRED dollars, (\$2,500.00)**

Objects of Expenditure (Enter Dollar Amounts Only)	Grant # 902		Total Grant Funding \$2,500.00
	Grant Funding Expenditure	Matching Contribution <sup>1</sup>	
Classification	Grant Funding Expenditure	Matching Contribution <sup>1</sup>	Total
<b>Instruction</b>			
Instructors' Salaries and Benefits (S & B)		1,250.00	
Books and Supplies			
Other			
<b>Support</b>			
Support Provider Training			
Support Provider Release Time, Stipends (\$ x providers x days)			
Support Provided Travel and Supplies			
Other			
<b>Candidate Evaluation</b>			
Supervisors', Fall & Spring		1,250.00	
Assessment Instruments			
Training of Assessors			
Release Time			
Other (14% fringe benefits for Supervisors)			
<b>Administrative Costs</b>			
Travel			
Facilities			
Equipment			
Administrative Salaries and Benefits			
Clerical Salaries and Benefits			
Postage Phone, Duplication, Etc.			
Indirect Costs			
Total of columns			

**CERTIFICATION:** I certify that I am the duly appointed representative of the above named agency and that, to the best of my knowledge, the above report is correct and expenditures are in accordance with the Terms and Conditions of the Program.

*Sharon H. Casanoves*

Signature and Title of Person Completing this Report

Daytime Telephone: (510) 874-3700

Date: 2/24/12

*Executive Director, Programs for Exceptional Children*

**Appendix B**  
**Calculation of Charges**  
**(CONTINUED)**

To Be Completed by District Staff Recommending this Agreement:

***I have reviewed and approve this Calculation of Charges for this Contract.***

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <b>Date</b>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <b>SIGNATURE</b> of District Staff Supporter of Contract
	<u><b>Debra Eslava-Burton, HR Supervisor</b></u>

Is this Agreement GRANT FUNDED? YES / NO (*Circle one.*)

- If "NO" is circled, do not fill out the remainder of this page. It is not applicable.
- If "YES" is circled, the District Staff Supporter of this Agreement must also complete the section immediately below.

***I have reviewed this Calculation of Charges and the terms of the GRANT or GRANTS that provide funding for this contract. I affirm that this Calculation of Charges is consistent with the terms of the GRANT or GRANTS that provide funding for this contract.***

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <b>Date</b>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <b>SIGNATURE</b> of District Staff Supporter of Contract
	<u><b>Debra Eslava-Burton, HR Supervisor</b></u>

Form **W-9**  
(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Please print or type See Specific Instructions on page 2.	Name (As shown on your income tax return)	
	Business name if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social Security number		
or		
Employer identification number		

### Part II Certification

**Under penalties of perjury, I certify that:**

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification Instructions.** -You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**  
*Section references are to the Internal Revenue Code unless otherwise noted.*

**Purpose of Form**  
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note:** If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



**San Francisco Unified School District  
Criminal Background Check/Tuberculosis Clearance Written Certification Form**

Name of Independent Contractor/Service Provider:	OAKLAND UNIFIED SCHOOL DISTRICT
Services performing under the Agreement:	INTERN SUPERVISION
Schools/Locations where services are being performed:	VARIOUS
Total amount to be paid by the District Under this Agreement:	\$2,500.00
Term of Agreement:	FY 2011-2012

Contractor shall check the applicable boxes and fill in any applicable blanks.

<b>CRIMINAL BACKGROUND CHECK</b>		
1.	<input checked="" type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers will <b><u>ONLY HAVE LIMITED OR NO CONTACT</u></b> with District students (as defined by the District) during the term of the Agreement
2.	<input checked="" type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers, listed below, will have <b><u>MORE THAN LIMITED CONTACT</u></b> with District students (as defined by the District) during the term of the Agreement. (Attach and sign additional pages, as needed): <b>INSERT NAMES OF EMPLOYEES</b> The employees, agents, volunteers noted above have been fingerprinted under procedures established by the California Department of Justice and the FBI, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code and that I have requested a subsequent arrest notification for these employees.
<b>TUBERCULOSIS CLEARANCE</b>		
3.	<input checked="" type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers will <b><u>ONLY HAVE LIMITED OR NO CONTACT</u></b> with District students (as defined by the District).
4.	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers, listed below, will have <b><u>MORE THAN LIMITED OR PROLONGED CONTACT</u></b> with District students (as defined by the District) during the term of the Agreement and have received a TB Test (attach and sign additional pages, as needed): Attach names and dates of TB Test. <b>INSERT NAMES OF EMPLOYEES</b>

Certification by Independent Contractor/Service Provider

"**I certify that the information provided herein is true and accurate.** I further acknowledge that during the term of my Agreement with the District, if I learn of additional information, including additional personnel, which differs from the responses provided above, I promise to forward this additional information to the District immediately."

*Sharon W. Casanares*  
Contractor's Signature      Date

\_\_\_\_\_  
Administrator's Signature      Date

\_\_\_\_\_  
Cabinet Member's Signature      Date

*Sharon W. Casanares*  
Printed name of Contractor

**DEBRA ESLAVA-BURTON**  
Printed name of Administrator

**ROGER L. BUSCHMANN**  
Printed name of Cabinet Member

## GENERAL CONDITIONS TO PERSONAL SERVICES AGREEMENT FOR ORGANIZATIONS

### 1. AVAILABILITY OF FUNDS; BUDGET AND FISCAL PROVISION; TERMINATION IN THE EVENT OF NON-APPROPRIATION

- a. This Agreement is subject to the budget and fiscal policies, regulations and practices of the District, and approval and appropriation of funds for this Agreement. Charges will accrue only after prior written authorization is provided by the District's Board of Education, proper execution of this Agreement by the parties, and certification by the Chief Financial Officer as to the availability of funds.
- b. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated.
- c. The District has no obligation to renew this Agreement after expiration of its term. If funds are appropriated for a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- d. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.
- e. This section controls against any and all other provisions of this Agreement.

### 2. CONTRACT EVALUATION FEE

Where the services to be provided by Contractor under this Agreement have been designated as Evaluation Level IV on the Board Resolution, Contractor understands and agrees that a contract evaluation fee of up to 5% (five percent) of the total Agreement amount (including, but not limited to, payments for services and expenses) may be assessed by the District on this Agreement. The monies collected through this fee will be used to monitor and evaluate these Agreements to guarantee that the promised services are provided in a timely and effective manner.

This evaluation fee shall apply only to those Agreements in excess of \$2,500.00. The fee may be deducted from the District funds encumbered to pay Contractor at any time during or following the term of the Agreement and this section shall survive the termination or expiration of this Agreement. If the parties later amend this Agreement to increase payments to Contractor, those increases will also be subject to the 5% assessment.

### 3. DISALLOWANCE

- a. If Contractor claims or receives payment from the District for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to the District upon the District's request. At its option, the District may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement.
- b. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal or state programs. Contractor acknowledges that this certification of eligibility to receive state or federal funds is a material term of this Agreement.

### 4. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES

Pursuant to Government Code §12650 et. seq., any person, including a contractor, subcontractor or a consultant, who submits a false claim, shall be liable to the District for three times the amount of damages which the District sustains because of the false claim. A person who commits a false claim act shall also be liable to the District for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to the District for a civil penalty of up to ten thousand dollars (\$10,000) for each false claim. A person will be deemed to have submitted a false claim to the District if the person:

- a. knowingly presents or causes to be presented to an officer or employee of the District, a false claim for payment or approval;
- b. knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the District;
- c. conspires to defraud the District by getting a false claim allowed or paid by the District;
- d. has possession, custody, or control of public property or money used or to be used by the District and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt;

- e. is authorized to make or deliver a document certifying receipt of property used or to be used by the District and knowingly makes or delivers a receipt that falsely represents the property used or to be used;
- f. knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property;
- g. knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the District; or
- h. is a beneficiary of an inadvertent submission of a false claim to the District, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the District within a reasonable time after discovery of the false claim.

**5. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK**

No payment shall in any way lessen the liability of Contractor to remedy or replace unsatisfactory work, service, equipment, or materials, if the unsatisfactory character of such work, service, equipment or materials was not detected at the time of payment. Service, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the District and in such case must be remedied or replaced by Contractor without delay at no additional cost to the District.

**6. QUALIFIED PERSONNEL**

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with the District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at the District's request, and must be supervised by Contractor. Contractor shall commit adequate resources to complete the project schedule specified in this Agreement.

**7. RESPONSIBILITY OF EQUIPMENT**

The District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by the District.

**8. TAXES**

Contractor shall pay all taxes levied in connection with this Agreement, or the services delivered pursuant hereto.

**9. INDEPENDENT CONTRACTOR**

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and not an employee of the District. Contractor shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Contractor or its agents and employees. If any governmental authority should, nevertheless, determine that Contractor is an employee, then the District's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Contractor and to the applicable governmental authority does not exceed the maximum amount specified in this Agreement under Section C., "Compensation". Contractor shall refund any amounts necessary to effect such reduction. Contractor shall also complete and file with the District the attached W-9 form.

**10. INSURANCE**

- a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:
  - (1) Commercial General Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage (including coverage for claims of sexual abuse and molestation).
    - i. If sexual abuse and molestation coverage carries a sub-limit, that limit must be identified and not less than \$500,000 per occurrence.

- (2) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable
- (3) Workers' Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 (one million dollars) each accident.
- b. **Commercial General Liability and Business Automobile Liability policies must provide the following:**
  - (1) **Name as Additional Insured the San Francisco Unified School District, its Board, officers and employees.**
  - (2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.
- c. All policies shall provide thirty (30) days advance written notice to the District of cancellation, non-renewal or reduction in coverage to the following office:
  - Contracts Office
  - 135 Van Ness Street, Room 102
  - San Francisco, CA 94102
- d. If any policies are written on a claims-made form, Contractor agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.
- e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.
- f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- g. Before commencing any operations under this Agreement, Contractor must provide the District with the certificates of insurance, and **additional insured policy** and with insurers satisfactory to the District, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon the District's request. Contractor also understands and agrees that the District may withhold payment for services performed for any violations of the insurance provisions of this Agreement.
- h. Approval of the insurance by the District shall not relieve or decrease the liability of Contractor hereunder.

## 11. INDEMNIFICATION

Contractor shall indemnify and hold harmless the District, its Board, officers, employees and agents from, and, if requested, shall defend them against any and all claims, demands, liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) (collectively "Claim"), whether actual or alleged, arising directly or indirectly from or in any way connected with the performance of this Agreement, including but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with the criminal background check requirements of Education Code section 45125.1 and/or disclosure of confidential information which might be obtained by Contractor or Contractor's agents or employees during the performance of this Agreement. Notwithstanding the foregoing, Contractor shall have no obligation under this Section with respect to any Claim that is caused by the active negligence or willful misconduct of District and which is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Contractor or Contractor's agents or employees.

## 12. LIABILITY OF DISTRICT

District's payment obligations under this Agreement shall be limited to the payment provided for in Section C. "COMPENSATION," of this Agreement. District shall not be liable for any special

consequential, indirect or incidental damages, including but not limited to lost profits in connection with this agreement.

**13. DEFAULT; REMEDIES**

- a. Each of the following shall constitute an event of default (“Event of Default”) under this Agreement:
  - (1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in this Agreement.
  - (2) Contractor (A) is generally not paying its debts as they become due, (B) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction, (C) makes an assignment for the benefit of its creditors, (D) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor’s property, (E) takes action for the purpose of any of the foregoing, or (F) is the subject of any order of a court or government authority related to the Federal Bankruptcy Act.
- b. On and after any Event of Default, the District shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, District shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to the District on demand all costs and expenses incurred by the District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The District shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between District and Contractor all damages, losses, costs, or expenses incurred by the District as a result of such Event of Default due from Contractor pursuant to the terms of this Agreement.
- c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules, regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

**14. TERMINATION FOR CONVENIENCE**

- a. The District shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause upon thirty (30) days prior written notice specifying the date on which termination shall become effective.
- b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by District in a manner which minimizes the liability of Contractor and District to third parties as a result of termination. All such actions shall be subject to prior approval by District and shall include, without limitation: canceling orders, assigning interests to the District, settling outstanding liabilities and claims, securing and safe-guarding District property, and halting or completing services in the manner specified by the District.
- c. Within 30 days after the specified termination date, Contractor shall submit to District an itemized invoice detailing the unpaid costs incurred for the services rendered up to the date of termination.
- d. In no event shall District be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by District, except for those costs specifically approved by the District as necessary to effect the termination in a manner acceptable to the District. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys’ fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest.
- e. The District’s payment obligation under this Section shall survive termination of this Agreement.

**15. CONFLICT OF INTEREST**

- a. Contractor understands and certifies that it does not know of any facts which constitute a violation of the California Political Reform Act, which states in part “[N]o public official at any level of state or local government shall make, participate in making or in any way attempt to use its official position to influence a governmental decision in which he/she knows or has reason to

know he/she has a financial interest.” California Government Code Section 87100, et seq. Furthermore, Contractor certifies that no such current or former Board member or employee will derive any compensation, directly or indirectly, from this Agreement.

- b. Contractor also hereby certifies that to its knowledge, except as noted below, no current Board member or employee of the San Francisco Unified School District, and no one who has been a Board member or an employee of the District within the last two years, has influenced or sought to influence the awarding of this Agreement to Contractor, except as allowed under his/her official duties. Contractor understands that any violation of this Section shall make the Agreement voidable by the District.

**16. PROPRIETARY INFORMATION OF DISTRICT**

Contractor understands and agrees that, in connection with this Agreement, the Contractor may have access to private or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District, its employees or students. Contractor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Contractor to civil liability. Consequently, Contractor agrees that all information disclosed by the District to the Contractor shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

**17. OWNERSHIP OF RESULTS**

Any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer data files and media or other documents prepared by Contractor in connection with services to be performed under this Agreement, shall be the property of and be promptly transmitted to the District. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities, but only to the extent that such retention and use complies with Section 16 of this Agreement (“Proprietary Information of District”).

**18. AUDIT AND INSPECTION OF RECORDS**

Contractor agrees to maintain and make available to the District accurate books and accounting records relative to its activities under this Agreement. Contractor will permit the District to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel records and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Contractor shall maintain such data and records in an accessible location and condition for a period of not less than three years after a final payment under this Agreement or until after final audit has been completed, whichever is later.

**19. SUBCONTRACTING**

Contractor is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement without the consent of the District.

**20. ASSIGNMENT**

It is understood and agreed that the services to be performed by the Contractor are personal in character and neither this Agreement, nor any duties or obligations hereunder, shall be assigned or delegated by the Contractor without the prior written consent of the District.

**21. NON DISCRIMINATION**

Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender, AIDS/ARC/HIV status, or disability, in its performance under this Agreement.

**22. CRIMINAL BACKGROUND CHECKS**

- a. Pursuant to the provisions of Education Code Section 45125.1, Contractor will conduct a criminal background check with the California Department of Justice and FBI for Contractor and all of Contractor’s agents and employees assigned to the District, and Contractor will certify in writing that no agents or employees who have been convicted of serious or violent felonies as specified, will

have contact with pupils, pursuant to this Agreement. Contractor must provide the District with a list of all agents and employees providing services pursuant to this Agreement, and designate to which sites they will be assigned. Failure to comply with these provisions may result in, at the District's sole discretion, termination of this Agreement. Contractor shall be responsible for any and all costs of the criminal background check fingerprinting process.

- b. Contractor must complete, sign and submit the Criminal Background Check/Tuberculosis Clearance Written Certification Form (attached) along with this Agreement.

**Subsequent Arrest Notification**

- c. In addition to the initial criminal background check, Contractor shall obtain subsequent arrest notification to monitor future arrests of employees, agents, or volunteers. Contractor shall assume all expenses associated with these subsequent notifications.
- d. Upon receipt of notice that an employee, agent or volunteer has been arrested or convicted of a serious or violent felony as described in EC 45125 .1 (citing 45122.1), a sexual offense as defined by EC 44010, or a controlled substance offense as described in EC 44011, Contractor will immediately prohibit such employee, agent or volunteer from having any contact with pupils.
- e. This prohibition does not apply to an employee, agent or volunteer who has obtained a certificate of rehabilitation and pardon pursuant to Cal. Penal Code Section 4852.01 et seq. for a serious or violent felony listed under EC 45122.1.

**23. TUBERCULOSIS TESTING**

- a. Contractor agrees that all employees, agents or volunteers whose functions require frequent or prolonged contact with students will complete tuberculosis testing the same as the testing that is described in California Education Code Section 49406. The examination shall consist of an approved intradermal tuberculin test, which, if positive, shall be followed by an x-ray of the lungs. Thereafter, the Contractor shall ensure that its employees, agents or volunteers who are skin test negative have undergone the foregoing examination at least once every four years if the Contractor is still rendering services to SFUSD pursuant to this contract and shall be listed by name on the Criminal Background Check/Tuberculosis Clearance Written Certification Form.
- b. The Contractor shall be responsible for the costs of the examination.

**24. WAIVER**

Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

**25. MODIFICATION OF AGREEMENT**

The parties may amend this Agreement in writing by mutual consent. Changes, including any increase or decrease in the amount of the Contractor's compensation, shall only be effective upon proper Board approval and execution of a duly authorized written amendment to this Agreement.

**26. ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION**

Should any question arise as to the meaning and intent of the Agreement, the matter shall, prior to any action or resort to any other legal remedy, be referred to the District's Superintendent who shall decide the true meaning and intent of the Agreement.

**27. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**

Contractor acknowledges that, pursuant to the Americans Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

**28. COMPLIANCE WITH LAWS**





Contractor shall keep itself fully informed of the applicable state and federal law affecting the performance of this Agreement, and shall at all times comply with such laws as they may be amended from time to time.

**29. GOVERNING LAW; VENUE**

This Agreement shall be governed by the laws of the State of California. The venue for all litigation relative to this Agreement shall be San Francisco.

**30. SECTION HEADINGS**

The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

**31. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties and supersedes all other oral or written provisions.

**32. EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS**

- a. Original copies of this Agreement shall be executed by the respective party's authorized signatory(ies).
- b. However, in some cases where an emergency situation arises or to expedite processes, a fax copy or copy of the contract with any revisions appropriately initialed may serve as the original contract.
- c. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

**33. SEVERABILITY**

If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

**OAKLAND UNIFIED SCHOOL DISTRICT**

1025 SECOND AVENUE  
OAKLAND, CA 94606

ACCOUNTS RECEIVABLE DEPARTMENT  
PHONE:(510) 879 8161 FAX:(510) 879 8836



# Invoice

Date	Invoice #
2/24/2012	Inter-Selpa 11-12

Bill To

*San Francisco Unified School District  
555 Franklin Street, 2nd Floor  
San Francisco, CA 94102  
Attn: Grace Ng  
HR Teacher Support & Development*

P.O. No.	Org. Key & Object Code

Qty	Description	Rate	Amount
	Per Agreement between Oakland Unified School District - Programs for Exceptional Children and San Francisco Unified School District for the latter to prepare and support intern teachers on intern credentials as they progress through courses in the credential program and earn their Special Education Intern Credential.	\$2,500.00	\$2,500.00
<div data-bbox="437 1640 1037 1776" data-label="Text"> <p>MAKE CHECK PAYABLE TO: OUSD - ACCOUNTS RECEIVABLE DEPARTMENT MAIL TO: OUSD - ACCOUNTS RECEIVABLE DEPART. 1025 SECOND AVENUE, ROOM #308 OAKLAND, CA 94606</p> </div>		<b>Total</b>	\$2,500.00