

Board Office Use: Legislative File Info.	
File ID Number	13-0962
Introduction Date	6/12/13
Enactment Number	13-0957
Enactment Date	6/12/13 <i>al</i>



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
Cantare Convivo Oakland CA (Contractor, City/State) -
Lincoln School (site/department)

Action Requested Ratification by the Governing Board of the amendment to the professional services contract between the District and Cantare Convivo. Services to be primarily provided to Lincoln School for the period of 4-15-2013 through 06/13/2013, in an amount not to exceed \$ 7,700.00.

Background This amendment will allow students in grades 3-5 to receive an integrated English Language Arts, History and Music curriculum. Cantare Convivo will provide students with a history curriculum that teachers world, US and California history through music. Students will learn key historical concepts and vocabulary through this curriculum and will deliver a final presentation of their learning.

A one paragraph explanation of why an amendment is needed.

Discussion Weekly sessions in each classroom will support language arts development for English Learners in grade 3-5th classrooms. Curriculum will help English Language Learners strengthen speaking and reading comprehension skills to assist students in improving CELDT levels. Curriculum will provide supplemental activities for English Language Learners to practice grade-level vocabulary lists.

One paragraph summary of the amended scope of work.

Recommendation Ratification by the Governing Board of the amendment to the professional services contract between the District and Cantare Convivo. Services to be primarily provided to Lincoln School for the period of 4-15-2013 through 06/13/2013, in an amount not to exceed \$ 7,700.00.

Fiscal Impact Funding resource name (please spell out) EIA not to exceed \$ 7,700.00

Attachments

- Contract Amendment
- Copy of original contract

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.

Weekly sessions in each classroom will support language arts development for English Learners in grade 3-5th classrooms. Curriculum will help English Language Learners strengthen speaking and reading comprehension skills to assist students in improving CELDT levels. Curriculum will provide supplemental activities for English Language Learners to practice grade-level vocabulary lists.

SCOPE OF WORK

Cantare Convivo will provide a maximum of 129.00 hours of services at a rate of \$60.00 per hour for a total not to exceed \$ Services are anticipated to begin on 4-15-2013 and end on 06/13/2013.

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.

Weekly sessions in each classroom will support language arts development for English Learners in grade 3rd-5th classrooms (previously contractor only worked in K-2 classrooms). Curriculum will help English Language Learners strengthen speaking and reading comprehension skills to assist students in improving CELDT levels. Curriculum will provide supplemental activities for English Language Learners to practice grade-level vocabulary lists.

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.

English Language Learners will demonstrate their increased language arts skills through special presentations for parents and the school community. In addition, parents of English Language learners will participate in special activities that will promote parent engagement and help develop fluency.

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.
-

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

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

This Amendment is entered into between the Oakland Unified School District (OUSD) and Cantare Convivo (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 10/1, 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:
 Weekly sessions in each classroom will support language arts development for English Learners in grade 3-5 classrooms. Curriculum will help English Language Learners strengthen speaking and reading comprehension skills to assist students in improving CELDT levels. Curriculum will provide supplemental activities for English Language Learners to practice grade-level vocabulary lists.

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 9 weeks (days/weeks/months), and the amended expiration date is 06/13/2013.

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 \$ 7,700.00 to original contract amount
 Decrease of \$ _____ to original contract amount
 and the new contract total is Twenty Five Thousand Seven Hundred only dollars (\$ 25,700.00)

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
 President, Board of Education
 Superintendent or Designee
5-9-2013
 Date

Certified:
Edgar Rakestraw, Jr.
 Edgar Rakestraw, Jr., Secretary
 Board of Education
6/13/13
 Date

CONTRACTOR

Julie Haydon
 Contractor Signature
4/10/13
 Date

Julie Haydon Director
 Print Name, Title

Cantare Children's Choirs of Oakland

Cantare Children's Choirs will provide quality music education and meaningful musical experiences that foster a lifelong love of music. In doing so, students will develop increased self-esteem, through discipline, teamwork and healthy social behavior, providing them with essential tools for living successful and productive lives.

To accomplish these goals, CCCO is committed to:

- providing a welcoming, supportive and nurturing environment.
- maintaining high standards of musicianship, as well as high standards regarding participation, behavior and attendance.
- providing weekly rehearsals, which are the major arena for achieving these goals, resulting in successful performances.
- learning and performing repertoire which will both challenge students to develop their musical skills, while allowing them the simple joy of singing with a group.

Lincoln Elementary School First and Second Grade Choir Program:

Cantare Con Vivo will provide weekly music sessions (minimum of ten sessions/semester) for first and second graders at Lincoln Elementary School. Class sessions will introduce students to music fundamentals through songs and movement activities that promote team-work, build self-esteem and develop English language skills.

Musical Goals:

- Develop ability to sing in-tune through songs and musical activities appropriate for their age, ability and vocal range.
- Learn and perform songs in unison and canon.
- Identify and perform basic music elements, including: high/low pitches, fast/slow tempos.
- Distinguish between beat and rhythm.
- Perform a steady beat.
- Read, perform and write basic rhythms.
- Perform rhythmic and melodic ostinatos.
- Learn and memorize music from a variety of styles, with a general understanding of its respective historical/geographical context.
- Develop improvisational skills through songs and activities that encourage student participation.
- Enhance vocabulary and general reading skills.
- Respond musically to the cues of the director.
- Perform in at least one concert per season, demonstrating appropriate poise and discipline.
- Perform solos and speaking roles, particularly students demonstrating consistent participation, musical talent, and a willingness to work hard.
- Watch a live musical performance, demonstrating appropriate concert behavior, and evaluate their experience.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/23/2012
PRODUCER Jay-Marie Garcia Insurance 1630 Contra Costa Blvd. Ste 215 Pleasant Hill, CA 94523 License #: 0668893	Phone: (925)680-7405	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED CANTARE CON VIVO 1611 Telegraph Ave Ste 801 Oakland, CA 94612	INSURERS AFFORDING COVERAGE	
	INSURER A: AMERICAN STATES INSURANCE COMPANY	19704
	INSURER B: AMERICAN STATES OF TEXAS	19712
	INSURER C:	
	INSURER D:	
		INSURER E:


COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	Y	GENERAL LIABILITY	01C124786740	09/08/2012	09/08/2013	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	N	AUTOMOBILE LIABILITY	01C124786740	09/08/2012	09/08/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY				<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N If yes, describe under SPECIAL PROVISIONS below OTHER	04WC45359490	09/08/2012	09/08/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 1,000,000
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ADDITIONAL INSURED: OAKLAND UNIFIED SCHOOL DISTRICT AS RESPECTS TO INSURED'S USE OF LINCOLN ELEMENTARY FOR CHILDRENS PROGRAMS. PER FORM CG76350207 ATTACHED. 10 DAY NOTICE OF CANCELLATION FOR NONPAYMENT OF PREMIUM.

CERTIFICATE HOLDER OAKLAND UNIFIED SCHOOL DISTRICT ATTN: CONTRACTS ADMINISTRATOR 900 HIGH STREET Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  (RDG)
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RECEIVED
MAR 29 2013
[Signature]

State and Federal Compliance

SECTIONS 4 & 5: Academic and School Climate Action Plan

School Name: Lincoln

School Site #: 133

SSC Change Request
[Signature]

3/21/13

Instructional Practices:ELA	School will increase student achievement through high quality instruction	Provide effective instruction by providing supplemental materials.	All	CST	7090	EIA-SCE	4310	supplies	\$ 4,431	✓
Instructional Practices:ELA	School will provide high quality instruction	School will provide students will reading materials at their instructional level	All	CST	7090	EIA-SCE	4200	Books	\$ 5,518	✓
Instructional Practices:ELA	School will provide high quality instruction through outdoor education science field trips	School will pay admission fees for field trips	All	CST	7090	EIA-SCE	5829	Admission Fees	\$ 4,737	✓
Instructional Practices:ELA	School will provide high quality instruction through outdoor education science field trips	School will provide transportation for field trips	All	CST	7090	EIA-SCE	5826	external work orders	\$ 558	✓
Instructional Practices:ELA	School will increase student achievement through instructional technology	school will purchase presentation equipment	All	CST	7090	EIA-SCE	4474	equipment	\$ 3,000	✓
Instructional Practices:ELA	School will provide supplemental copies to meet student needs	School will maintain copier in order to produce supplemental supplies for students	All	CST	7090	EIA-SCE	5610	Copier Maintenance	\$ 17,000	✓
Instructional Practices:ELA	School will provide high quality instruction	Students in grades 3-5 will increase their historical understanding by learning historical content through music	All	CST	7090	EIA-SCE	5825	Consultant	\$ 7,700	✓
Instructional Practices:ELA	School will provide high quality instruction	Students in grades K-2 will increase their Scientific and Artistic understanding by through an integrated instructional program	All	CST	7090	EIA-SCE	5220	Workshop	\$ 6,000	✓

Total \$ 95,121

State & Federal Program

William Nowrey

Date

4/5/13

P2

S. Aguilera
APR 26 2013

AT
APR 25 2013
ff

AMENDMENT ROUTING FORM **2012-2013**
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) john.melvin@ousd.k12.ca.us

Contractor Information

Contractor Name	Cantare Convivo	Agency's Contact	Julie Haydon			
OUSD Vendor ID #	I002249	Title	Director			
Street Address	1611 Telegraph Ave, Suite 826	City	Oakland	State	CA	Zip 94612
Telephone	(510) 836-9789	Email	julie@cantareconvivo.org			

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 18,000.00	Original PO Number	P1303296		
Amended Amount	\$ 7,700.00	New Requisition #	R0315687		
New Total Contract Amount	\$ 25,700.00	Start Date	4-15-2013	End Date	06/13/2013
Pay Rate Per Hour (Required)	60.00	Number of Hours (Required)	129.00		

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
7090	EIA	1334859101	5825	\$ 7,700.00
			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	John Melvin	Phone	8743372	Fax	8743375	
	Site / Department	Lincoln School						
2.	Signature	<i>[Signature]</i>			Date Approved	4/16/13		
	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							
	Signature	<i>[Signature]</i>			Date Approved	4/26/13		
3.	Regional or Executive Officer							
	Signature	<i>[Signature]</i>			Date Approved	4/30/13		
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000						
	Signature	<i>[Signature]</i>			Date Approved	5-9-2013		
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	P1303296		



2013

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Introduction Date	12-12-12
Enactment Number	122877
Enactment Date	12/12/12 <i>ol</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)

12/12/12

Subject

Professional Services Contract -
Cantare Convivo Oakland CA (contractor, City State)
Lincoln School (site/department)

Action Requested

Ratification of a professional services contract between Oakland Unified School District and Cantare Convivo. Services to be primarily provided to Lincoln School for the period of 10/01/2012 through 03/22/2013.

Background

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

Cantare Children's Choirs will provide quality music education and meaningful musical experiences that foster a lifelong love of music. In doing so, students will develop increased self-esteem, through discipline, teamwork and healthy social behavior, providing them with essential tools for living successful and productive lives.

Discussion

One paragraph summary of the scope of work.

Weekly sessions of choral instruction in each classroom will support language arts development for English Learners in K-2 classrooms. Curriculum will help English Language Learners strengthen speaking and reading comprehension skills to assist students in improving CELDT levels. Curriculum will provide supplemental activities for English Language Learners to practice grade-level vocabulary lists.

Recommendation

Ratification of professional services contract between Oakland Unified School District and Cantare Convivo. Services to be primarily provided to Lincoln School for the period of 10/01/2012 through 03/22/2013.

Fiscal Impact

Funding resource name (please spell out) ARTS & MUSIC
SIP not to exceed \$ 18,000.00

Attachments

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

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OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Cantare Convivo (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:

- 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 10/01/2012, 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 03/22/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Eighteen Thousand Only Dollars (\$ 18,000.00). 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.

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - 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.
 - Agencies or organizations:**
 - Insurance Certificates and Endorsements -- Workers' Compensation insurance in compliance with section 9 herein.
- 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 \$ _____.
- 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:

Professional Services Contract
OUSD Representative:

Name: John Melvin
Site /Dept.: Lincoln School
Address: 225 11th Street
Oakland, CA
Phone: 874-3372

CONTRACTOR:

Name: Julie Haydon
Title: Director
Address: 1611 Telegraph Ave. Suite 826
Oakland CA 94612
Phone: (510) 836-9789

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

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, marital 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. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
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 invoicing 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 reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- Contractor Initial: OKH
- 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).

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: 10/01/2012 Work shall be completed by: 03/22/2013 Total Fee: \$ 18,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos
 President, Board of Education
 Superintendent or Designee
 Certified: Edgar Rakestraw, Jr.
 Secretary, Board of Education
 Board of Education
 File ID Number: 12-2565
 Introduction Date: 12/12/12
 Enactment Number: 12-2871
 Enactment Date: 12/12/12
 By: O.S.

10-29-12
 Date

12/13/12
 Date

CONTRACTOR

Julie Hayden
 Contractor Signature
9/18/12
 Date

Julie Hayden Director
 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.

Weekly sessions of choral instruction in each classroom will support language arts development for English Learners in K-2 classrooms. Curriculum will help English Language Learners strengthen speaking and reading comprehension skills to assist students in improving CELDT levels. Curriculum will provide supplemental activities for English Language Learners to practice grade-level vocabulary lists.

SCOPE OF WORK

Cantare Convivo will provide a maximum of 300.00 hours of services at a rate of \$ 60.00 per hour for a total not to exceed \$18,000.00. Services are anticipated to begin on 10/01/2012 and end on 03/22/2013.

- 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.

Weekly sessions in each classroom will support language arts development for English Learners in K-2 classrooms. Curriculum will help English Language Learners strengthen speaking and reading comprehension skills to assist students in improving CELDT levels. Curriculum will provide supplemental activities for English Language Learners to practice grade-level vocabulary lists.

- 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.

English Language Learners will demonstrate their increased language arts skills through special presentations for parents and the school community. In addition, parents of English Language learners will participate in special activities that will promote parent engagement and help develop fluency. Use of choral music instruction to enhance language arts curricular goals will increase student achievement and guide students towards high school and college readiness. Increased English language ability will assist school's large number of English Language Learners to be better prepared for college and career.

- 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.
-

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2012

PRODUCER
Jay-Marie Garcia Insurance
1630 Contra Costa Blvd. Ste 216
Pleasant Hill, CA 94523
License #: 0668893

Phone: (925)680-7405

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
CANTARE CON VIVO
1611 Telegraph Ave Ste 801
Oakland, CA 94612

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AMERICAN STATES INSURANCE COMPANY	19704
INSURER B: AMERICAN STATES OF TEXAS	19712
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	Y	GENERAL LIABILITY	01CI24786740	09/08/2012	09/08/2013	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMPROP AGG	\$ 2,000,000
A	N	AUTOMOBILE LIABILITY	01CI24786740	09/08/2012	09/08/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC AGG	\$
		GARAGE LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> ANY AUTO				AGGREGATE	\$
		EXCESSUMBRELLA LIABILITY					\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	04WC45359490	09/08/2012	09/08/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	\$ 1,000,000
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ADDITIONAL INSURED: OAKLAND UNIFIED SCHOOL DISTRICT AS RESPECTS TO INSURED'S USE OF LINCOLN ELEMENTARY FOR CHILDRENS PROGRAMS. PER FORM CG76350207 ATTACHED. 10 DAY NOTICE OF CANCELLATION FOR NONPAYMENT OF PREMIUM.

CERTIFICATE HOLDER

OAKLAND UNIFIED SCHOOL DISTRICT
ATTN: CONTRACTS ADMINISTRATOR
900 HIGH STREET
Oakland, CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

(RDG)



Search - Current Exclusions

- > [Advanced Search](#)
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- > [Procurement Codes](#)
- > [Nonprocurement Codes](#)

Agency & Acronym Information

- > [Agency Contacts](#)
- > [Agency Descriptions](#)
- > [State/Country Code Descriptions](#)

OFFICIAL GOVERNMENT USE ONLY

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EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : Cantare Convivo
As of 20-Sep-2012 2:51 PM EDT
Save to MyEPLS

Your search returned no results.

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Resources

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Contact Information

- > [For Help: Federal Service Desk](#)



3/21/13

State and Federal Compliance

SECTIONS 4 & 5: Academic and School Climate Action Plan

School Name: Lincoln

School Site #: 133

SSC Chairperson: *[Signature]*
Principal's Initials: *SM*

Instructional Practices:ELA	School will increase student achievement through high quality instruction	Provide effective instruction by providing supplemental materials.	All	CST	7090	EIA-SCE	4310	supplies	\$ 4,431
Instructional Practices:ELA	School will provide high quality instruction	School will provide students will reading materials at their instructional level	All	CST	7090	EIA-SCE	4200	Books	\$ 5,518
Instructional Practices:ELA	School will provide high quality instruction through outdoor education science field trips	School will pay admission fees for field trips	All	CST	7090	EIA-SCE	5829	Admission Fees	\$ 4,737
Instructional Practices:ELA	School will provide high quality instruction through outdoor education science field trips	School will provide transportation for field trips	All	CST	7090	EIA-SCE	5826	external work orders	\$ 558
Instructional Practices:ELA	School will increase student achievement through instructional technology	school will purchase presentation equipment	All	CST	7090	EIA-SCE	4474	equipment	\$ 3,000
Instructional Practices:ELA	School will provide supplemental copies to meet student needs	School will maintain copier in order to produce supplemental supplies for students	All	CST	7090	EIA-SCE	5610	Copier Maintenance	\$ 17,000
Instructional Practices:ELA	School will provide high quality instruction	Students in grades 3-5 will increase their historical understanding by learning historical content through music	All	CST	7090	EIA-SCE	5825	Consultant	\$ 7,700
Instructional Practices:ELA	School will provide high quality instruction	Students in grades K-2 will increase their Scientific and Artistic understanding by through an integrated instructional program	All	CST	7090	EIA-SCE	4474	Workshop	\$ 6,000
Total									\$ 95,121



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools,
Thriving Students

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File #: 12-2565 **Version:** 3 **Name:** Professional Services Agreement - Cantare Convivo - Lincoln Elementary School
Type: Agreement or Contract **Status:** Passed
File created: 12/12/2012 **In control:** [Teaching and Learning Committee](#)
On agenda: **Final action:** 12/12/2012
Enactment date: 12/12/2012 **Enactment #:** 12-2877

Title: Ratification by the Board of Education of a Professional Services Contract between District and Cantare Convivo, Oakland, CA, for the latter to provide 300 hours of service, delivering weekly sessions of choral instruction supporting language arts development for English Learners in K-2 classrooms, as described in the Scope of Work, incorporated herein by reference as though fully set forth, at Lincoln Elementary School, for the period October 1, 2012 through March 22, 2013 at a cost not to exceed \$18,000.00.

Attachments: [12-2565 Professional Services Agreement - Cantare Convivo - Lincoln Elementary School](#)

Contact: John.Melvin@ousd.k12.ca.us

[History \(2\)](#)
[Text](#)

2 records		Group	Export					
Date	Ver.	Action By	Action	Result	Action Details	Meeting Details	Video	
12/12/2012	3	Board of Education	Adopted on the General Consent Report		Action details	Meeting details	Not available	
12/12/2012	3	Board of Education	Adopted on the General Consent Report	Pass	Action details	Meeting details	Not available	

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.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	<input type="checkbox"/>	For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/>	For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input checked="" type="checkbox"/>	For All Consultants: Results page of the Excluded Party List (https://www.epls.gov/epls/search.do)
	<input checked="" type="checkbox"/>	For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input checked="" type="checkbox"/>	For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input type="checkbox"/>	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) John.melvin@ousd.k12.ca.us

Contractor Information

Contractor Name	Cantare Convivo	Agency's Contact	Julie Haydon				
OUSD Vendor ID #	I002249	Title	Director				
Street Address	1611 Telegraph Ave. Suite 826	City	Oakland	State	CA	Zip	94612
Telephone	(510) 836-9789	Email (required)					
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	10/01/2012	Date work will end	03/22/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 60.00	Number of Hours (required)	300.00		

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
0508	ARTS & MUSIC	1331118161	5825	\$ 11,383.60
0523	SIP	1337395161	5825	\$ 6,616.40
			5825	\$
Requisition No. (required)	R0303466		Total Contract Amount	\$ 18,000.00

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	John Melvin	Phone	874-3372
	Site / Department	Lincoln School		Fax	874-3375
Signature				Date Approved	9/17/12
2.	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				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature		Date Approved		
Signature (if using multiple restricted resources)		Date Approved			
3.	Regional Executive Officer				
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site				
<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
Signature		Date Approved		10/4/12	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
	Signature		Date Approved		10-29-12
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		P1303296	



2205