

Board Office Use: Legislative File Info.	
File ID Number	15-0561
Introduction Date	5-13-15
Enactment Number	15-0625
Enactment Date	5/13/15 <i>er</i>



Memo

To Board of Education

From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by Procurement) 5/13/15

Subject Professional Services Contract Amendment No. 1 -
Critical Juncture, LLC -
922/Community Schools and Student Services (site/department)

Action Requested Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and Critical Juncture, LLC. Services to be primarily provided to 922/Community Schools and Student Services for the period of 01/15/2015 through 06/30/2015.

Background
A one paragraph explanation of why an amendment is needed.

OUSD has administered the California Healthy Kids Survey (CHKS), the state's most comprehensive survey of protective factors and resiliency to OUSD students since 1999 and to parents and staff since 2011-12. The survey, which contains over 100 survey items for elementary, middle, and high school, is instrumental to understanding the conditions for learning and teaching in OUSD schools, including over school climate, students' parents' sense of engagement and connection to the school and their child's learning and much more. In order to better utilize available CHKS data, in 2013-14 OUSD worked with Critical Juncture, LLC, to build an interactive, web-based reporting tool for use by OUSD Departments, school sites, community partners and other stakeholders successfully launched in October 2014, the website (chks.data.ousd.k12.ca.us) has been used by principals, district leaders, central office staff and teachers to explore different elements of student life at OUSD.

Discussion
One paragraph summary of the amended scope of work.

Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between the District and Critical Juncture, LLC, Mill Valley, CA, for the latter to provide additional services for following improvements to the OUSD California Healthy Kids Data Analysis tool: Set up multi-year architecture and prepare for the 2014-15 administration of the student survey; Import data for 17 schools that administered the survey in 2013-14 on paper; Import and visualize 2013-14 parent data; and Import and visualize 2013-14 staff data in the amount of \$15,000.00, increasing the contract from \$10,000.00 to an amount not to exceed \$25,000.00, and extending the period from January 15, 2015 through March 31, 2015 to June 30, 2015. All terms of the contract remain in full force and effect.

Recommendation Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and Critical Juncture, LLC. Services to be primarily provided to 922/Community Schools and Student Services for the period of 01/15/2015 through 06/30/2015.

Fiscal Impact Funding resource name (please spell out) 0000/Unrest-Integrated Support and Behavioral Health not to exceed \$ 15,000.00

Attachments

- Contract Amendment
- Copy of original contract and any prior amendments

Board Office Use: Legislative File Info.	
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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
Critical Juncture, LLC
(CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 02/01/2015,
and the parties agree to amend that Agreement as follows:

1. Services:	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> The scope of work has <u>changed</u> .
<p>If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p><input type="checkbox"/> Revised scope of work attached. OR <input checked="" type="checkbox"/> The CONTRACTOR agrees to provide the following amended services:</p> <p>1.) Set up multi-year architecture and prepare for the 2014-2015 administration of the student survey; 2.) Import data for 17 schools that administered the survey in 2013-14 on paper; 3.) Import and visualize 2013-14 parent data; 4.) Import and visualize 2013-14 staff data for the period of 2/01/2015 through 6/30/2015 in an amount not to exceed \$15,000.00.</p>		
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If the term has changed: The contract term is extended by an additional <u>ays/14 weeks/3 mo</u> (days/weeks/months), and the amended expiration date is <u>06/30/2015</u>.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation has changed: The contract price is amended by</p> <p><input checked="" type="checkbox"/> Increase of \$ <u>15000.00</u> to original contract amount</p> <p><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is <u>Twenty-five Thousand</u> dollars (<u>25000</u>)</p>		

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 Board of Education and/or the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature] 4/13/15
Date

President, Board of Education

Superintendent

Chief or Deputy Chief

[Signature] 5/14/15
Date

Secretary, Board of Education

CONTRACTOR

[Signature] 03/20/2015
Contractor Signature Date

Robert Burbach, Founder
Print Name, Title

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

Contractor will make the following improvements to the Oakland Unified School District (OUSD) California Healthy Kids Data Analysis tool (checks.data.ousd.k12.ca.us):

- 1) Set up multi-year architecture and prepare for the 2014-15 administration of the student survey;
- 2) Import data for 17 schools that administered the survey in 2013-14 on paper;
- 3) Import and visualize 2013-14 parent data;
- 4) Import and visualize 2013-14 staff data.

- 2. Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

The outcome of the work is to make an invaluable data set - the parent, staff and student survey, which together represents more than 22,000 individuals surveyed - actionable and accessible to the entire OUSD community and beyond. Historically, the results of these surveys have been shared with OUSD in static PDF reports. The PDFs often were also produced many months after the administration of the surveys. The OUSD CHKS website has made the data easy to find, interpret and disaggregate by site, race/ethnicity, gender and grade.

The website allows sites to easily explore their students' responses and allow central staff to identify data for grant proposals and program management. The data has been used to support the work of the Voluntary Resolution Plan Team to monitor students' and parents' perceptions of disproportionality. CHKS supports the work of school climate, coordination of services, community school managers, substance abuse reduction, bullying prevention, restorative justice, sexual, physical and mental health. The parent survey has been extensively revised in 2014-15 to reflect the priorities of the family engagement team. In short, the surveys have stakeholders in every corner of OUSD. The website as it is built out will allow users to access and act on data with as much speed and ease as possible.

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

- | | |
|---|---|
| <input type="checkbox"/> Ensure a high quality instructional core | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

- 4. Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: _____
- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
- Relevant page of CSSSP 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.
 - Meeting announcement for meeting in which the CSSSP modification was approved.
 - Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 - Sign-in sheet for meeting in which the CSSSP modification was approved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Express Service Insurance Agency, Inc. 2085 Van Ness Avenue San Francisco, CA 94109 License #: 0G83954	CONTACT NAME: Lori Keskitalo PHONE (A/C, No, Ext): (415)440-5136 FAX (A/C, No): (415)440-5139 E-MAIL ADDRESS: lori@insurance415.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Insurance Co.</td> <td>19046</td> </tr> <tr> <td>INSURER B: Employers Compensation Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Insurance Co.	19046	INSURER B: Employers Compensation Insurance Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER F:														
INSURED Critical Juncture LLC Andrew Carpenter 1005 Marin Drive Mill Valley, CA 94941														

COVERAGES **CERTIFICATE NUMBER: 00000000-0** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6804B414798	02/27/2015	02/27/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			6804B414798	02/27/2015	02/27/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EIG2089091-00	04/01/2014	04/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE DocuSigned by: Daniel Masarsky (LAK)

Board Office Use: Legislative File Info.	
File ID Number	15-0136
Introduction Date	2-11-15
Enactment Number	15-0250
Enactment Date	2/11/15 OA



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by
Procurement)

2/11/15

Subject Professional Services Contract - Critical Juncture, LLC
- 922/Community Schools and Student Services (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and Critical Juncture, LLC. Services to be primarily provided to 922/Community Schools and Student Services for the period of 01/15/2015 through 03/31/2015.

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

Oakland Unified School District (OUSD) has administered the California Healthy Kids Survey (CHKS), the state's most comprehensive survey of protective factors and resiliency to OUSD students since 1999, and to parents and staff since 2011-12. The survey, which contains over 100 survey items for elementary, middle and high school, is instrumental to understanding the conditions for learning and teaching in OUSD schools, including overall school climate, students' parents' sense of engagement and connection to the school and their child's learning and much more.

In order to better utilize available CHKS data, in 2013-14 OUSD worked with Critical Juncture, LLC, to build an interactive, web-based reporting tool for use by OUSD Departments, school sites community partners and other stakeholders (see 14-1073 Professional Services Contract - Critical Juncture, LLC - Health and Wellness, Family, Schools, and Community Partnerships Department. Successfully launched in October 2014, the website -- (chks.data.ousd.k12.ca.us - has been used by principals, district leaders, central office staff and teachers to explore different elements of student life at OUSD.

Discussion
One paragraph summary of the scope of work.

Ratification by the Board of Education of a Professional Contract between the District and Critical Juncture, LLC, Mill Valley, CA, for the latter to make the following improvements to the OUSD California Healthy Kids Data Analysis tool (chks.data.ousd.k12.ca.us): 1) Set up multi-year architecture and prepare for the 2014-15 administration of the student survey; 2) Import data for 17 school that administered the survey in 2013-14 on paper; 3) Import and visualize 2013-14 parent data; 4) Import and visualize 2013-14 staff data for the period of 1/15/2015 through 3/31/2015 in an amount not to exceed \$10,000.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and Critical Juncture, LLC. Services to be primarily provided to 922/Community Schools and Student Services for the period of 01/15/2015 through 03/31/2015.

Fiscal Impact Funding resource name (please spell out) Kaiser - Health and Wellness
not to exceed \$ 10,000.00

Attachments

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

Board Office Use: Legislative File Info.	
File ID Number	15-0134
Introduction Date	2-11-15
Enactment Number	15-0230
Enactment Date	2/11/15 o.a.



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Critical Juncture, LLC (CONTRACTOR) and Oakland Unified School District (OUSD). 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:** 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 01/15/2015, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than 03/31/2015.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Ten Thousand Dollars (\$ 10,000.00) [per fiscal year], at an hourly billing rate not to exceed \$ 0.00 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE which shall not exceed a total cost of \$ 0.00.

5. 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.

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- 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: Joanna Locke
Site /Dept.: 922/Community Schools and Student Services
Address: 746 Grand Avenue, Room 14
Oakland, CA 94610
Phone: 510-273-1578
Email: joanna.locke@ousd.k12.ca.us

CONTRACTOR:

Name: Bob Burbach
Title: Managing Member
Address: 1005 Marin Drive
Mill Valley CA 94941
Phone: 734-223-1493
Email: bob@criticaljuncture.org

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

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

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

Professional Services Contract

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 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).
21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov>).

25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.

26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

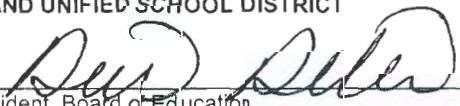
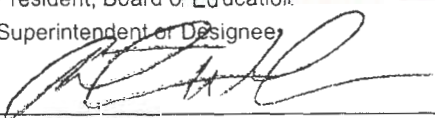
28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.


30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

31. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT


 President, Board of Education
 Superintendent or Designee

Secretary, Board of Education

CONTRACTOR

 12/30/2014
Contractor Signature
Bob Burbach Managing Member
Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 15-0136
Introduction Date: 2/11/15
Enactment Number: 15-02-30
Enactment Date: 2/11/15
By: O-1

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

Contractor will make the following improvements to the Oakland Unified School District (OUSD) California Healthy Kids Data Analysis tool (chks.data.ousd.k12.ca.us): 1) Set up multi-year architecture and prepare for the 2014-15 administration of the student survey; 2) Import data for 12 schools that administered the survey in 2013-14 on paper; 3) Import and visualize 2013-14 parent data; 4) Import and visualize 2013-14 staff data.

Professional Services Contract

- 2. Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

The outcome of the work is to make an invaluable data set - the parent, staff and student survey, which together represents more than 22,000 individuals surveyed - actionable and accessible to the entire OUSD community and beyond. Historically, the results of these surveys have been shared with OUSD in static PDF reports. The PDFs often were also produced many months after the administration of the surveys. The OUSD CHKS website has made the data easy to find, interpret and disaggregate by site, race/ethnicity, gender and grade.

The website allows sites to easily explore their students' responses and allow central office staff to identify data for grant proposals and program management. The data has been used to support the work of the Voluntary Resolution Plan Team to monitor students and parents' perceptions of disproportionality. CHKS supports the work of school climate, coordination of services, community school managers, substance abuse reduction, bullying prevention, restorative justice, sexual, physical and mental health. The parent survey has been extensively revised in 2014-15 to reflect the priorities of the family engagement team. In short, the surveys have stakeholders in every corner of OUSD. The website as it is built out will allow users to access and act on data with as much speed and ease as possible.

In 2014-15, we will work with Critical Juncture, LLC, to continue to expand the usefulness and functionality of the website by preparing for the 2014-15 student administration and expanding it to include staff and parent data sets from 2013-14.

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

- | | |
|---|---|
| <input type="checkbox"/> Ensure a high quality instructional core | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

- 4. Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: Not Applicable
- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of CSSSP 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 CSSSP modification was approved.
 3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the CSSSP modification was approved.

Critical Juncture, LLC

Statement of Qualifications

Business:

Critical Juncture, LLC was formed in 2010 to provide modern web development and system architecture for government, healthcare and education. Critical Juncture is focused on enabling real change through software; that is we place a higher value on the change that software can create than on the creation of the software itself. We do this by focusing identifying when and where to apply effort for the largest impact as we distill massive datasets into understandable and actionable information.

We do this by focusing on user experience in order to build tools that are intuitive yet powerful. We invest considerable time and effort to understand the problem domain in order to ensure that the application meets actual needs in the process forming long-term partnerships with partners who demand more than the status quo.

As a company we harness the power of small teams to ensure quality and responsiveness. Through the utilization of open source technology we reduce costs and ensure long-term viability of the software we create. We deliver working software quickly, gathering feedback and iteratively improving the software on a continual basis.

Software Highlights:

- California Maternal Data Center
 - Website: <https://demo.datacenter.cmqcc.org/>
 - Video: <http://www.youtube.com/watch?v=k4E0scrKJqk>
- Federal Register 2.0
 - Website: <https://www.federalregister.gov>
 - Video: <http://www.youtube.com/watch?v=U5k50B5KXmc>

Clients:

- National Archives & Records Administration, Office of the Federal Register / Government Printing Office
- Centers for Disease Control & Prevention / California Maternal Quality Care Collaborative (Stanford University School of Medicine)

- California HealthCare Foundation / California Maternal Quality Care Collaborative (Stanford University School of Medicine)
- Integrated Healthcare Association / California Maternal Quality Care Collaborative (Stanford University School of Medicine)
- California Hospital Association / California Maternal Quality Care Collaborative (Stanford University School of Medicine)
- Association of Women's Health, Obstetric and Neonatal Nurses / Merck for Mothers
- UC San Diego / First 5 of San Diego / Regional Perinatal System
- California Perinatal Quality Care Collaborative (Stanford University School of Medicine)
- Siempre Unidos / Siempre Sol

Awards:

- 2013 Open Source for America Award for Outstanding Open Source project from Open Source for America for our work using open source on the Federal Register 2.0 project.
- Bright Idea Award from The Ash Center for Democratic Governance and Innovation at the John F. Kennedy School of Government, Harvard University for FederalRegister.gov.
- Walter Gellhorn Innovation Award from Administrative Conference of the United States (ACUS) for developing FederalRegister.gov.
- Apps for Innovation, Grand Prize from the Consumer Electronics Association for Govpulse.us.
- Apps for America 2, Runner Up for Govpulse.us.

Founder Biographies:

Bob Burbach is a software developer and new media designer specializing in modern web technologies including Ruby on Rails and JavaScript. He is passionate about beautiful, intuitive interfaces coupled with solid application design and scalable server architecture - all with the goal providing the best user experience possible.

He also has a passion for open data and transparency with a desire to see technology used to improve the way we live and how the institutions around us function.

Whether it's wrangling large datasets into usable interfaces, providing data collection and analytics tools for educators, or experimenting with new technologies Bob is often found trying to expand the boundaries of what our public institutions believe is possible and affordable.

Prior to becoming a founder of Critical Juncture, Bob ran a design consultancy and was a Web Applications Developer for the University of Michigan Medical School where he developed next generation tools for conveying risk information to patients and families. He received a BA in mass media communication from the University of Michigan and has completed coursework in new media design.

Andrew Carpenter is a software developer and designer, focusing on building data manipulation and analysis tools that allow content-area experts to leverage existing datasets for immediate wins.

Andrew is passionate about turning data into actionable information, in areas ranging from open government to healthcare to education. Recent projects include work linking birth certificate data to hospital records, empowering physicians and hospitals to better understand where they can improve the quality of their care; this tool is in use in half the hospitals in California, and this summer will launch across Washington State.

Immediately prior to co-founding Critical Juncture, Andrew was a Technology Lead at WestEd, where he led the Open Source group; in five years, he and his team developed, launched and maintained over 30 applications that provided professional development to teachers, ensured compliance, and increased

organizational efficiency. He received a BA in Political Science at Swarthmore College, earning High Honors. Intending to become to a high school teacher, Andrew completed all the necessary coursework for teaching credentials.

Andrew Carpenter and Bob Burbach were both named *Champions of Change for Open Data* by President Obama in June 2011.

SAM Search Results

List of records matching your search for :

Search Term : Critical* Juncture* LLC*

Record Status: Active

No Search Results



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

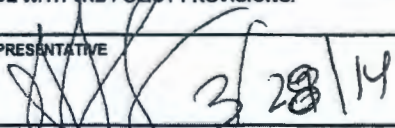
PRODUCER Express Service Insurance Agency, Inc. 2085 Van Ness Avenue San Francisco, CA 94109 License #: 0G83954	CONTACT NAME: Lori Keskitalo	FAX (A/C. No.): (415)440-5139	
	PHONE (A/C. No. Ext): (415)440-5136	E-MAIL ADDRESS: lori@insurance415.com	
INSURED Critical Juncture LLC Andrew Carpenter 1005 Marin Drive Mill Valley, CA 94941	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Insurance Co.		19046
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 00002286-53251 REVISION NUMBER: 2

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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	Y	6804B414798	02/27/2014	02/27/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		6804B414798	02/27/2014	02/27/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Certificate Holder is an Additional Insured for General Liability coverage with respect to the Named Insured's business operations.

CERTIFICATE HOLDER Oakland Unified School District ATTN: Risk Management 900 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  3/28/14 (LAK)
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EMPLOYERS COMPENSATION INS CO
A Stock Company

**WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY**

Policy Number	Policy Period	
	From	To
EIG 2089091 00	04/01/2014 12:01 A.M. Standard Time at the described location	04/01/2015

POLICY DECLARATION Transaction

INFORMATION PAGE
CARRIER NAME EMPLOYERS COMPENSATION INS CO **Prior Policy Number**
NCCI Carrier # 41394 **WCIRB CARRIER#** 00441 **NEW**

Named Insured and Address	Agent Address
CRITICAL JUNCTURE LLC CRITICAL JUNCTURE 1005 MARIN DRIVE MILL VALLEY CA 94941	EXPRESS SERVICE INS AGENCY INC 2085 VAN NESS AVE SAN FRANCISCO, CA 94109
Other Workplaces Not Shown Above:	Telephone: 415-440-5136 7315400 <i>See Schedule</i>

Extended Named Insured: *See Schedule*

FEIN # 222269895
Legal Entity: LIM LIABILITY CO
Bureau/Risk ID:
Unemployment Id Number:

ITEM 2. POLICY PERIOD is from 12:01 A.M., 04/01/2014 to 12:01 A.M., 04/01/2015 Standard Time at the insured's mailing address.

ITEM 3. COVERAGE

- A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: CA
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$ 1,000,000	Each Accident
Bodily Injury by Disease	\$ 1,000,000	Policy Limit
Bodily Injury by Disease	\$ 1,000,000	Each Employee
- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
All states EXCEPT monopolistic states
- D. This policy includes these endorsements and schedules: See Endorsement Schedule.

ITEM 4. PREMIUM

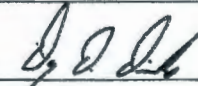
The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit. See Extension of Information Page.

C L A S S I F I C A T I O N S

SEE SCHEDULE OF CLASSIFICATIONS ON FOLLOWING PAGE(S)

Minimum Premium	Deposit Premium	Total Estimated Annual Premium	Interim Adjustment of Premium
\$750	\$833.00	\$833	Annual

Servicing Office
 EMPLOYERS COMPENSATION INS CO
 500 NORTH BRAND BLVD., SUITE 700
 GLENDALE, CA 91302-3916

Authorized Representative: 
Countersigned by: _____
Date: 03/31/2014

Group Code:

INSURED COPY

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

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.sam.gov/)
	<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 checked="" 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) sandra.watkins@ousd.k12.ca.us

Contractor Information

Contractor Name	Critical Juncture, LLC	Agency's Contact	Bob Burbach
OUSD Vendor ID #	I006201	Title	Managing Member
Street Address	1005 Marin Drive	City	Mill Valley
Telephone	734-223-1493	State	CA
		Zip	94941
		Email (required)	bob@criticaljuncture.org
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	01/15/2015	Date work will end	03/31/2015	Other Expenses	\$ 0.00
Pay Rate Per Hour (required)	\$ 0.00	Number of Hours (required)			

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
9225	Kaiser-Health&Well	9221211120	5825	\$ 10,000.00
			5825	
			5825	
Requisition No. (required)	R0152792		Total Contract Amount	\$ 10,000.00

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.sam.gov/>)

1.	Administrator / Manager (Originator)	Name	Joanna Locke	Phone	510-273-1578
	Site / Department	922/Community Schools and Student Services		Fax	510-273-1511
	Signature			Date Approved	12/29/14
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" 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	12/29/14
	Signature (if using multiple restricted resources)			Date Approved	
3.	Regional Executive Officer	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site			
	Signature			Date Approved	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000			
	Signature			Date Approved	1-23-15
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		P1505211	

AMENDMENT ROUTING FORM 2014-2015

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Directions

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

- Contractor and OUSD contract originator reach agreement on modification to original scope of work and compensation.
- 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 must change. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

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

Attachment Checklist	<input checked="" type="checkbox"/> Contract amendment packet including Board Memo and Amendment Form
	<input checked="" type="checkbox"/> Amended Scope of Work (Be specific as to what additional work is being done by this consultant.)
	<input checked="" type="checkbox"/> Board approved copy of the original contract and any prior Amendments.

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

Contractor Information

Contractor Name	Critical Juncture, LLC	Agency's Contact	Bob Burbach				
OUSD Vendor ID #	1006201	Title	Managing Member				
Street Address	1005 Marin Drive	City	Mill Valley	State	CA	Zip	94941
Telephone	734-223-1493	Email (required)	bob@criticaljuncture.org				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 10,000.00	Original PO #	P1505211	New Requisition #	R0153461 <i>R0153042</i>
Amended Amount	\$ 15,000.00	Start Date	01/15/2015	End Date	06/30/2015
New Total Contract Amount	\$ 25,000.00	Pay Rate Per Hour		# of Hours	

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
0000	Unrest-Integrated <i>+</i>	9221211201	5825	\$ 10,000.00
0000	Behavioral Health	9221340304	5825	\$ 5,000.00
			5825	

Approval and Routing (in order of approval steps)

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

1.	Administrator / Manager (Originator)	Name	Mara Larsen-Fleming	Phone	510-273-1582
	Site/Department (Name & #)	922/Community Schools and Student Services		Fax	510-273-1511
	Signature	<i>Mara Larsen-Fleming</i>		Date Approved	3/12/15
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Community Schools and Student Services				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature			Date Approved	
	Signature (if using multiple restricted resources)			Date Approved	
3.	Network Superintendent/Deputy Network Superintendent				
	Signature	<i>Curtis Lauby</i>		Date Approved	
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input checked="" type="checkbox"/> Under <input type="checkbox"/> Over \$84,100				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>Drew Delle</i>		Date Approved	4/3/15
5.	Superintendent, Board of Education Signature on the legal contract				
Legal	Required if not using standard contract	Approved		Denied - Reason	
Procurement	Date Received			PO Number	P1505211