

Board Office Use: Legislative File Info.	
File ID Number	13-0874
Introduction Date	6/12/13
Enactment Number	13-0952
Enactment Date	6/12/13



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

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

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

**Board Meeting Date** \_\_\_\_\_  
*(To be completed by Procurement)*

**Subject** Professional Services Contract Amendment - 1  
Angela Moore Hercules CA (Contractor, City/State) -  
922/Family, School, and Community Partnerships Department (site/department)

**Action Requested** Ratification by the Governing Board of the amendment to the professional services contract between the District and Angela Moore. Services to be primarily provided to 922/Family, School, and Community Partnerships for the period of 09/04/2012 through 06/30/2013, in an amount not to exceed \$ 1,500.00.

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

The Tobacco Use Prevention Education (TUPE) grant, provided by the California Department of Education, approved by the Board and the Superintendent, mandates that the district will provide tobacco prevention and interventions throughout all OUSD Secondary schools, including OUSD alternative schools where students are most at risk for using tobacco and other drugs. Grant activities include presentation of a research-based curriculum at all schools, a peer education program at selected sites, and intervention and cessation activities for those students found to be using or under the influence of tobacco or marijuana at school. Intervention activities also target students at risk for tobacco or other drug use.

**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 OUSD and Angela Moore of Hercules, California, for the latter to provide 42.85 hours, at 4-6 High School sites, conducting classroom and assembly anti-tobacco/marijuana presentations, ATOD awareness sessions for students violating OUSD tobacco/drug free policies, cessation and life skills counseling, and academic advocacy. Consultant will partner with MS site Coordination of Services Teams (COST) and administrators on tobacco/marijuana use referral and intervention process. Consultant will survey all program students, complete monthly reports, attend all program meetings from September 4, 2012 through June 7, 2013, in the amount \$1,500.00, increasing the agreement from \$27,300.00 to a not to exceed amount of \$28,800.00.

**Recommendation** Ratification by the Governing Board of the amendment to the professional services contract between the District and Angela Moore. Services to be primarily provided to 922/Family, School, and Community Partnerships for the period of 09/04/2012 through 06/30/2013, in an amount not to exceed \$ 1,500.00.

**Fiscal Impact** Funding resource name (please spell out) Tobacco Use Prevention  
not to exceed \$ 1,500.00

**Attachments**

- Contract Amendment
- Copy of original contract

Board Office Use: Legislative File Info.	
File ID Number	13-0874
Introduction Date	6/12/13
Enactment Number	13-10952
Enactment Date	6/12/13



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 Angela Moore (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on September 4, 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:

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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 42.85 hours (days/weeks/months), and the amended expiration date is 04/18/2013.

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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 \$ 1,500.00 to original contract amount  
 Decrease of \$ \_\_\_\_\_ to original contract amount  
and the new contract total is Twenty-Eight Thousand Eight Hundred dollars (\$28,800.00)

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

CONTRACTOR

Maria Santos  
 President, Board of Education  
 ~~Superintendent or Designee~~

5-9-2013  
Date

[Signature]  
Contractor Signature

4-23  
Date

[Signature]  
Edgar R. Alvarez, Secretary  
Board of Education

6/13/13  
Date

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.

Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between OUSD and Angela Moore of Hercules, California, for the latter to provide 42.85 hours, at 4-6 High School sites, conducting classroom and assembly anti-tobacco/marijuana presentations, ATOD awareness sessions for students violating OUSD tobacco/drug free policies, cessation and life skills counseling, and academic advocacy. Consultant will partner with MS site Coordination of Services Teams (COST) and administrators on tobacco/marijuana use referral and intervention process. Consultant will survey all program students, complete monthly reports, attend all program meetings from September 4, 2012 through June 7, 2013, in the amount \$1,500.00, increasing the agreement from \$27,300.00 to a not to exceed amount of \$28,800.00.

SCOPE OF WORK

Angela Moore will provide a maximum of 42.85 hours of services at a rate of \$35.00 per hour for a total not to exceed \$28,800.00. Services are anticipated to begin on 09/04/2012 and end on 06/30/2013.

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

The consultant will serve 4-6 High School sites to conduct classroom and assembly anti-tobacco/marijuana presentations, ATOD awareness sessions for students violating OUSD tobacco/drug free policies, cessation and life skills counseling, and academic advocacy. Consultant will partner with HS site Coordination of Services Teams (COST) and administrators on tobacco/marijuana use referral and intervention process. Consultant will survey all program students, complete monthly reports, attend all program meetings.

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.

Approximately 200 students who have violated school policy around tobacco and other substance use will participate in activity-based, media-driven intervention counseling on the dangers of substance use. Some of these students will go on to give classroom presentations to their peers and about 25 of these students will be connected to internships either at another school site or a community-based organization. Approximately 500 students will receive classroom-based instruction on the dangers of substance use and will be made aware of how and where to access vital student health services. Participating students will understand the adverse side effects of using tobacco and marijuana, learn cessation strategies, learn how to improve their personal relationships, and improve life skills relating to goal setting, assertiveness, cultural competency, leadership, pro and con analysis, problem solving, etc. Such information and skills increase students' readiness for college and career and preventing or decreasing students' substance use is one strategy to improve both attendance and graduation rates.

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.
-



**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.**

1. Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. 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.**
4. 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.**

<b>Attachment Checklist</b>	<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"/> A Board Approved copy of the original contract and any prior Amendments.

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

**Contractor Information**

Contractor Name	Angela Moore	Agency's Contact	Angela Moore			
OUSD Vendor ID #	I002984	Title	TUPE Consultant			
Street Address	1084 Regatta Point	City	Hercules	State	CA	Zip 94547
Telephone	(510) 619-6680	Email	angelamoore02@yahoo.com			

**Compensation and Terms – Must be within the OUSD Billing Guidelines**

Original Contract Amount	\$ 27,300.00	Original PO Number	P1302221			
Amended Amount	\$ 1,500.00	New Requisition #	R0316682			
New Total Contract Amount	\$ 28,800.00	Start Date	09/04/2012	End Date	06/30/2013	
Pay Rate Per Hour (Required)	35.00	Number of Hours (Required)	42.85			

**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
6690	Tobacco Use	9221211219	5825	\$ 1,500.00
	Prevention		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.	<b>Site Administrator or Manager</b>	Name	Robert Dousa	Phone	2731592	Fax	2731511
	Site / Department	922/FSCP- Health & Wellness					
2.	Signature	<i>Robert Dousa</i>			Date Approved	4/21/13	
	<b>Resource Manager, if using funds managed by:</b> <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Family, Schools, and Community Partnerships						
3.	Signature	<i>[Signature]</i>			Date Approved	4/22/13	
	<b>Regional or Executive Officer</b>						
4.	Signature	<i>[Signature]</i>			Date Approved	4-22-13	
	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000						
5.	Signature	<i>[Signature]</i>			Date Approved	5-9-2013	
	<b>Superintendent or Board of Education</b> Signature on the legal contract						
<b>Legal</b> Required if not using standard contract		Approved	Denied - Reason			Date	
<b>Procurement</b>	Date Received	PO Number			P1302221		

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	12-2538
Introduction Date	10-24-12
Enactment Number	12-2649
Enactment Date	10/24/12



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** The Board of Education  
**From** Tony Smith, Ph.D., Superintendent  
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
 Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date**  
*(To be completed by Procurement)* \_\_\_\_\_

**Subject** Professional Services Contract -  
Angela Moore Hercules CA (contractor, City State)  
922/FSCP/Alcohol, Tobacco, & Other Drugs Intervention (site/department)

**Action Requested** Ratification of a professional services contract between Oakland Unified School District and Angela Moore. Services to be primarily provided to 922/FSCP/Alcohol, Tobacco, & Other Drugs I for the period of 09/04/2012 through 06/07/2013.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*  
 The Tobacco Use Prevention Education (TUPE) grant, provided by the California Department of Education, approved by the Board and the Superintendent, mandates that the district will provide tobacco prevention and interventions throughout all OUSD Secondary schools, including OUSD alternative schools where students are most at risk for using tobacco and other drugs. Grant activities include presentation of a research-based curriculum at all schools, a peer education program at selected sites, and intervention and cessation activities for those students found to be using or under the influence of tobacco or marijuana at school. Intervention activities also target students at risk for tobacco or other drug use.

**Discussion**  
*One paragraph summary of the scope of work.*  
 Ratification by the Board of Education of a Professional Services Contract between District and Angela Moore, Hercules, CA, for the latter to provide 780 hours of service at 4-6 high school sites, conducting classroom and assembly anti-tobacco/marijuana presentations, ATOD awareness sessions for students violating OUSD tobacco/drug free policies, cessation and life skills counseling, and academic advocacy; partner with middle school site Coordination of Services Teams (COST) and administrators on tobacco/marijuana use referral and intervention process; survey all program students, complete monthly reports, and attend all program meetings for the period of September 4, 2012 through June 7, 2013, in an amount not to exceed \$27,300.00.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Angela Moore. Services to be primarily provided to 922/FSCP/Alcohol, Tobacco, & Other Drugs II for the period of 09/04/2012 through 06/07/2013.

**Fiscal Impact** Funding resource name (please spell out) Tobacco Use Prevention Education  
 not to exceed \$ 27,300.00

**Attachments**

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

Board Office Use: Legislative File Info.	
File ID Number	12-2538
Introduction Date	10-24-12
Enactment Number	12-2649
Enactment Date	10/24/12



OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Angela Moore (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 09/04/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/07/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Twenty-seven Thousand Three Hundred Dollars (\$27,300.00). 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: N/A

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:* none which shall not exceed a total cost of \$ 0.00.
- 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: Robert Dousa  
Site /Dept.: 922/FSCP/Alcohol, Tobacco, & Other Drugs Interven  
Address: 746 Grand Avenue  
Oakland, CA 94610  
Phone: (510) 273-1592

CONTRACTOR:

Name: Angela Moore  
Title: TUPE Consultant  
Address: 1084 Regatta Point  
Hercules CA 94547  
Phone: (510) 619-6680

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

8. Invoicing

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

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

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

10. Insurance:

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

Check one of the boxes below:

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

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

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

OR

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

11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.





Professional Services Contract

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

Summary of terms and compensation:

Anticipated start date: 09/04/2012 Work shall be completed by: 06/07/2013 Total Fee: \$27,300.00

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos  
 President, Board of Education  
 Superintendent or Designee

9-26-2012  
Date

CONTRACTOR

Angela Moore  
Contractor Signature

8-29-12  
Date

Certified:

Edgar Rakestraw, Jr.  
Secretary, Board of Education  
Edgar Rakestraw, Jr., Secretary  
Board of Education

10/25/12  
Date

Angela Moore TUPE Consultant  
Print Name, Title

File ID Number: 12-2538  
Introduction Date: 10/24/12  
Enactment Number: 12-2549  
Enactment Date: 10/24/12

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.

Ratification by the Board of Education of a Professional Services Contract between District and Angela Moore, Hercules, CA, for the latter to provide 780 hours of service at 4-6 high school sites, conducting classroom and assembly anti-tobacco/marijuana presentations, ATOD awareness sessions for students violating OUSD tobacco/drug free policies, cessation and life skills counseling, and academic advocacy; partner with middle school site Coordination of Services Teams (COST) and administrators on tobacco/marijuana use referral and intervention process; survey all program students, complete monthly reports, and attend all program meetings for the period of September 4, 2012 through June 7, 2013, in an amount not to exceed \$27,300.00.

SCOPE OF WORK

Angela Moore will provide a maximum of 780.00 hours of services at a rate of \$ 35.00 per hour for a total not to exceed \$27,300.00. Services are anticipated to begin on 09/04/2012 and end on 06/07/2013.

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

The consultant will serve 4-6 High School sites to conduct classroom and assembly anti-tobacco/marijuana presentations, ATOD awareness sessions for students violating OUSD tobacco/drug free policies, cessation and life skills counseling, and academic advocacy. Consultant will partner with HS site Coordination of Services Teams (COST) and administrators on tobacco/marijuana use referral and intervention process. Consultant will survey all program students, complete monthly reports, attend all program meetings.

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.

Approximately 200 students who have violated school policy around tobacco and other substance use will participate in activity-based, media-driven intervention counseling on the dangers of substance use. Some of these students will go on to give classroom presentations to their peers and about 25 of these students will be connected to internships either at another school site or a community-based organization. Approximately 500 students will receive classroom-based instruction on the dangers of substance use and will be made aware of how and where to access vital student health services. Participating students will understand the adverse side effects of using tobacco and marijuana, learn cessation strategies, learn how to improve their personal relationships, and improve life skills relating to goal setting, assertiveness, cultural competency, leadership, pro and con analysis, problem solving, etc. Such information and skills increase students' readiness for college and career and preventing or decreasing students' substance use is one strategy to improve both attendance and graduation rates.

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.
-



Excluded Parties List System

**Search Results Excluded By  
Individual : Angela Moore  
State : CALIFORNIA  
as of 22-Aug-2012 2:20 PM EDT**

**Your search returned no results.**



# CERTIFICATE OF LIABILITY INSURANCE

EDG  
R054

DATE (MM/DD/YYYY)  
08-06-2012

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).

<b>PRODUCER</b> KHOE & ASSOC INS SVCS/PHS 101169 P: (866) 467-8730 F: (877) 905-0457 PO BOX 33015 SAN ANTONIO TX 78265	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (877) 905-0457 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Ins Co LTD NAIC# 11000 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> ANGELA MOORE 1084 REGATTA PT HERCULES CA 94547	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 SVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>General Liab</b>	<input checked="" type="checkbox"/>	57 SBM VA6744	12/01/2011	12/01/2012	EACH OCCURRENCE * 1,000,000 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 - COMPROP AGG * 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					
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	57 SBM VA6744	12/01/2011	12/01/2012	COMBINED SINGLE LIMIT (Ea accident) * 1,000,000 BODILY INJURY (Per person) * BODILY INJURY (Per accident) * PROPERTY DAMAGE (Per accident) *
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE * AGGREGATE *
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NF)	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				WC STATUTORY 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)

Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District  
 1025 2ND AVE  
 OAKLAND, CA 94606

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

*Jane Taylor*

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# 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 checked="" type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input checked="" 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 ( <a href="https://www.epls.gov/epls/search.do">https://www.epls.gov/epls/search.do</a> )
	<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)* Sheila.Clark/ Robert.Dousa@ousd.k12.ca.us

## Contractor Information

Contractor Name	Angela Moore	Agency's Contact					
OUSD Vendor ID #	1002984	Title	TUPE Consultant				
Street Address	1084 Regatta Point	City	Hercules	State	CA	Zip	94547
Telephone	(510) 619-6680	Email (required)	angelamoore02@yahoo.com				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

## Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	09/04/2012	Date work will end	06/07/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 35.00	Number of Hours (required)	780.00		

## 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
6690	Tobacco Use Prev	9221211219	5825	\$ 27,300.00
			5825	\$
			5825	\$
<b>Requisition No. (required)</b>	R0303417		<b>Total Contract Amount</b>	<b>\$ 27,300.00</b>

## 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.	<b>Administrator / Manager (Originator)</b>	Name	Robert Dousa	Phone	(510) 273-1592
		Site / Department	922/FSCP/Alcohol, Tobacco, & Other Drugs Intervention	Fax	(510) 531-6836
		Signature	<i>Robert Dousa</i>	Date Approved	8/24/12
2.	<b>Resource Manager, if using funds managed by:</b> <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	<i>John</i>	Date Approved	8/4/12
3.	<b>Regional Executive Officer</b>				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
		Signature	<i>Cristina Sanchez</i>	Date Approved	9/4/2012
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
		Signature	<i>Maria Santos</i>	Date Approved	9-26-2012
5.	<b>Superintendent, Board of Education</b> <i>Signature on the legal contract</i>				
<b>Legal</b>	<b>Required if not using standard contract</b>	Approved	Denied - Reason	Date	
<b>Procurement</b>	Date Received	PO Number		P130222	

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