

Board Office Use: Legislative File Info.	
File ID Number	14-1011
Introduction Date	6/25/14
Enactment Number	14-1135
Enactment Date	6/25/14



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
Gary Yee Ed.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 - 3
Strategies of Success of Firebau; Firebaugh CA (Contractor, City/State) -
Programs for Exceptional Children (site/department)

Action Requested Approval by the Governing Board of the amendment to the professional services contract between the District and Strategies of Success of Firebaugh, CA. Services to be primarily provided to Programs for Exceptional Children for the period of 01/22/14 through 06/27/2014, in an amount not to exceed \$79,800.00.

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

With the departure of the Executive Director and other critical positions in the Special Education program in the Spring of 2013, there is an urgent need to have assistance in the gathering of information and development of the Special Education Framework and Strategic Plan. There continues to be needed assistance in the transition of the new Associate Superintendent and other critical positions, as well as the implementation of the SPED Strategic Work Plan and Framework.

Discussion
One paragraph summary of the amended scope of work.

Completion of process to comply with State compliance reports/District data, monitor implementation of recommendations for current Board policies and District/SELPA procedures regarding special education compliance issues. Implement recommendations regarding accountability procedures and processes, to include data analysis and systems review. Assist in completing review of SELPA plan and identification of areas for revision. Complete review and identification of areas for enhancement of current special education programs. Completion of action plan for enhancing current programs with identified priority areas.

Recommendation Approval by the Governing Board of the amendment to the professional services contract between the District and Strategies of Success of Firebaugh, CA. Services to be primarily provided to Programs for Exceptional Children for the period of 01/22/14 through 06/27/2014, in an amount not to exceed \$79,800.00.

Fiscal Impact Funding resource name (please spell out) Special Ed
not to exceed \$79,800.00

Attachments

- Contract Amendment
- Copy of original contract

Board Office Use: Legislative File Info.	
File ID Number	14-1011
Introduction Date	6/25/14
Enactment Number	14-1131
Enactment Date	6/25/14



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Strategies of Success of Firebaugh (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on July 1, 2013, 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:

2. **Terms (duration):** The term of the contract is unchanged. The term of the contract has changed.
If the term has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation has changed: The contract price is amended by
 Increase of \$ 79,800.00 to original contract amount
 Decrease of \$ _____ to original contract amount
and the new contract total is One hundred seventy three thousand seven hundred dollars (\$253,550.00)

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)
1	01/22/2014	Increase of services	\$ 68,750.00
2	01/22/2014	Increase of services	\$ 26,600.00
			\$

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

- President, Board of Education
 Superintendent or Designee

Edgar Rakestraw, Jr., Secretary
Board of Education

6/26/14
Date
6/26/14
Date

CONTRACTOR

Dr. Kathryn Catania 5/9/14
Contractor Signature Date
DR. KATHRYN CATANIA, PRESIDENT
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.

Completion of process to comply with State compliance reports/District data, monitor implementation of recommendations for current Board policies and District/SELPA procedures regarding special education compliance issues. Implement recommendations regarding accountability procedures and processes, to include data analysis and systems review. Assist in completing review of SELPA plan and identification of areas for revision. Complete review and identification of areas for enhancement of current special education programs. Completion of action plan for enhancing current programs with identified priority areas.

SCOPE OF WORK

Strategies of Success of Firebaugh, CA will provide a maximum of _____ hours of services at a rate of \$_____ per hour for a total not to exceed \$_____. Services are anticipated to begin on 01/22/14 and end on 06/27/2014.

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.

Completion of process to comply with State compliance reports/District data, monitor implementation of recommendations for current Board policies and District/SELPA procedures regarding special education compliance issues. Implement recommendations regarding accountability procedures and processes, to include data analysis and systems review. Assist in completing review of SELPA plan and identification of areas for revision. Complete review and identification of areas for enhancement of current special education programs. Completion of action plan for enhancing current programs with identified priority areas. Conduct staff survey regarding PD needs for both certificated and classified staff (special education and general education). Monitor the PD plan for the 2013-14 school year. Finalize review of analysis and recommendations of the current data systems for the special education department. Monitor and support District Rtl systems/procedures.

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.

Development and implementation of a work plan to address the multiple challenges identified in the Programs for Exceptional Children Department in OUSD. As a result of the work the number of non-compliant special education issues will be reduced, PEC staff will be trained to more effectively identify students with special needs and place them appropriately in OUSD programs, special education programs will be more clearly defined with research based strategies, structures and curriculum to successfully meet the IEP goals and objective of placed students, increased collaboration and connectivity with general education will increase the graduation rate of special education students, expenditures of special education resources will clearly defined, transparent and closely monitored to ensure quality program and services to all OUSD special education students. Integrating the work to ensure that the needs of identified special education students and the programs/services that support their educational success are integrated into OUSD District Strategic Plan with connectivity and collaboration with all district partners a focus of work.

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

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

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: _____

 - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 1. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
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Board Office Use: Legislative File Info.	
File ID Number	14-0230
Introduction Date	3-26-14
Enactment Number	14-0497
Enactment Date	3-26-14



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
Gary Yee Ed.D., Superintendent

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

Board Meeting Date 3-26-14
(To be completed by Procurement)

Subject Professional Services Contract Amendment - 2
Strategies of Success of Firebaugh Firebaugh CA (Contractor, City/State) -
Programs for Exceptional Children (site/department)

Action Requested Approval by the Governing Board of the amendment to the professional services contract between the District and Strategies of Success of Firebaugh, CA. Services to be primarily provided to Programs for Exceptional Children for the period of 5/30/13 through 06/27/2014, in an amount not to exceed \$26,600.00.

Background With the departure of the Executive Director and other critical positions in the Special Education program in the Spring of 2013, there is an urgent need to have assistance in the gathering of information and development of the Special Education Framework and Strategic Plan. There continues to be needed assistance in the transition of the new Associate Superintendent and other critical positions, as well as the implementation of the SPED Strategic Work Plan and Framework.

A one paragraph explanation of why an amendment is needed.

Discussion Begin development of process to comply with State compliance reports/District data, monitor implementation of recommendations for current Board policies and District/SELPA procedures regarding special education compliance issues. Monitor and support recommendations regarding accountability procedures and processes, to include data analysis and systems review. Assist in review of SELPA plan and identify areas to be considered for possible revision. Review and identify areas for enhancement of current special education programs. Monitor and support and action plan for enhancing current programs with identified priority areas.

One paragraph summary of the amended scope of work.

Recommendation Approval by the Governing Board of the amendment to the professional services contract between the District and Strategies of Success of Firebaugh, CA. Services to be primarily provided to Programs for Exceptional Children for the period of 5/30/13 through 06/27/2014, in an amount not to exceed \$26,600.00.

Fiscal Impact Funding resource name (please spell out) Special Ed
not to exceed \$26,600.00.

Attachments

- Contract Amendment
- Copy of original contract

Board/Office Use	Legislative File Info
File ID Number	14-0230
Introduction Date	3-26-14
Enactment Number	14-0497
Enactment Date	3-26-14



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Strategies of Success of Firebaugh (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on July 1, 2013, 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:

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 5 month (days/weeks/months), and the amended expiration date is 06/27/2014.

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 \$ 26,600.00 to original contract amount
 Decrease of \$ _____ to original contract amount
and the new contract total is One hundred seventy three thousand seven hundred dollars (\$173,750.00)

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)
1	01/22/2014	Increase of services	\$ 68,750.00
			\$
			\$

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

President, Board of Education
 Superintendent or Designee

Gary Yee, Secretary, Board of Education

2/14/14
Date

3-27-14
Date

CONTRACTOR

Contractor Signature

Print Name, Title

DR. KATHRYN CATANIA
President, Strategies of Success

Dr. Kathryn Catania 1/22/14
Date

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Begin development of process to comply with State compliance reports/District data, monitor implementation of recommendations for current Board policies and District/SELPA procedures regarding special education compliance issues. Monitor and support recommendations regarding accountability procedures and processes, to include data analysis and systems review. Assist in review of SELPA plan and identify areas to be considered for possible revision. Review and identify areas for enhancement of current special education programs. Monitor and support and action plan for enhancing current programs with identified priority areas.

SCOPE OF WORK

Strategies of Success of Firebaugh, CA will provide a maximum of _____ hours of services at a rate of \$_____ per hour for a total not to exceed \$_____. Services are anticipated to begin on 5/30/13 and end on 06/27/2014.

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.

Begin development of process to comply with State compliance reports/District data, monitor implementation of recommendations for current Board policies and District/SELPA procedures regarding special education compliance issues. Monitor and support recommendations regarding accountability procedures and processes, to include data analysis and systems review. Assist in review of SELPA plan and identify areas to be considered for possible revision. Review and identify areas for enhancement of current special education programs. Monitor and support and action plan for enhancing current programs with identified priority areas. Conduct staff survey regarding PD needs for both certificated and classified staff (special education and general education). Monitor the PD plan for the 2013-14 school year. Review, provide analysis and recommendations of the current data systems for the special education department. Monitor and support District RtI systems/procedures.

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.

Development and implementation of a work plan to address the multiple challenges identified in the Programs for Exceptional Children Department in OUSD. As a result of the work the number of non-compliant special education issues will be reduced, PEC staff will be trained to more effectively identify students with special needs and place them appropriately in OUSD programs, special education programs will be more clearly defined with research based strategies, structures and curriculum to successfully meet the IEP goals and objective of placed students, increased collaboration and connectivity with general education will increase the graduation rate of special education students, expenditures of special education resources will clearly defined, transparent and closely monitored to ensure quality program and services to all OUSD special education students. Integrating the work to ensure that the needs of identified special education students and the programs/services that support their educational success are integrated into OUSD District Strategic Plan with connectivity and collaboration with all district partners a focus of work.

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.
-

Board Office Use: Legislative File Info.	
File ID Number	14-0228
Introduction Date	3/26/14
Enactment Number	14-0496
Enactment Date	3-26-14



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
Gary Yee Ed.D., Superintendent

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

Board Meeting Date 3-26-14
(To be completed by Procurement)

Subject Professional Services Contract Amendment - 1
Strategies of Success of Firebaugh, CA (Contractor, City/State) -
Programs for Exceptional Children (site/department)

Action Requested Approval by the Governing Board of the amendment to the professional services contract between the District and Strategies of Success of Firebaugh, CA. Services to be primarily provided to Programs for Exceptional Children for the period of 7/1/13 through 11/01/2013, in an amount not to exceed \$68,750.00.

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

With the departure of the Executive Director and other critical positions in the Special Education program in the Spring of 2013, there is an urgent need to have assistance in the gathering of information and development of the Special Education Framework and Strategic Plan. There continues to be needed assistance in the transition of the new Associate Superintendent and other critical positions, as well as the implementation of the SPED Strategic Work Plan and Framework.

Discussion
One paragraph summary of the amended scope of work.

Contractor will provide technical support including evaluating special education student records, special education program/service reviews, and training of special education staff regarding compliance policies and procedures.

Recommendation Approval by the Governing Board of the amendment to the professional services contract between the District and Strategies of Success of Firebaugh, CA. Services to be primarily provided to Programs for Exceptional Children for the period of 7/1/13 through 11/01/2013, in an amount not to exceed \$68,750.00.

Fiscal Impact Funding resource name (please spell out) Special Ed
not to exceed \$68,750.00

Attachments

- Contract Amendment
- Copy of original contract

Board/Office/Use/Legislative/File Info.	
File ID Number	14-0228
Introduction Date	3-12-14
Enactment Number	14-0496
Enactment Date	3-26-14



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools. Driving Standards.

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

This Amendment is entered into between the Oakland Unified School District (OUSD) and Strategies of Success of Firebaugh (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on July 1, 2013, 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:

2. **Terms (duration):** The term of the contract is unchanged. The term of the contract has changed.

If the term has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____.

3. **Compensation:** The contract price is unchanged. The contract price has changed.

If the compensation has changed: The contract price is amended by

Increase of \$ 68,750.00 to original contract amount

Decrease of \$ _____ to original contract amount

and the new contract total is One hundred forty seven thousand, one hundred fif dollars (\$147,150.00)

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

Gary Yee
 President, Board of Education
 Superintendent or Designee
Gary Yee
 Gary Yee, Secretary, Board of Education

2/14/14
 Date
3-26-14
 Date

CONTRACTOR

Dr. Kathryn Catania
 Contractor Signature
DR. KATHRYN CATANIA
 Print Name, Title
President, Strategies of Success

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.

Gather information, review, provide analysis and recommendations for the Special Education program and SELPA. Review and provide recommendations for accountability procedures processes, to include data analysis and systems and review for federal and state compliance. Provide assistance in the process and analysis for development of the SPED Strategic Plan and Framework, including the technical assistance with monitoring programs with identified priority areas. Provide professional development and coaching of effective leadership and organizational behavior. Provide technical assistance to monitor and review Response to Intervention systems and procedures.

SCOPE OF WORK

Strategies of Success of Firebaugh, CA will provide a maximum of _____ hours of services at a rate of \$_____ per hour for a total not to exceed \$_____. Services are anticipated to begin on 7/1/13 and end on 11/01/2013.

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.

Gather information, review, provide analysis and recommendations for the Special Education program and SELPA. Review and provide recommendations for accountability procedures processes, to include data analysis and systems and review for federal and state compliance. Provide assistance in the process and analysis for development of the SPED Strategic Plan and Framework, including the technical assistance with monitoring programs with identified priority areas. Provide professional development and coaching of effective leadership and organizational behavior. Provide technical assistance to monitor and review Response to Intervention systems and procedures. Review of special education programs to include mental health programs, non-public school placements, non-public agency agreements and programs for severely handicapped. The review will include staffing, curriculum, program placement, compliance structures. Assist in preparation of materials for Board meeting presentations and professional learning for special education administration and staff. Provide technical assistance in resource and personnel allocations as well as budget development and oversight protocols. The hourly rate includes travel and materials needed to perform the services described above.

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.

Development and implementation of a work plan to address the multiple challenges identified in the Programs for Exceptional Children Department in OUSD. As a result of the work the number of non-compliant special education issues will be reduced, PEC staff will be trained to more effectively identify students with special needs and place them appropriately in OUSD programs, special education programs will be more clearly defined with research based strategies, structures and curriculum to successfully meet the IEP goals and objective of placed students, increased collaboration and connectivity with general education will increase the graduation rate of special education students, expenditures of special education resources will clearly defined, transparent and closely monitored to ensure quality program and services to all OUSD special education students. Integrating the work to ensure that the needs of identified special education students and the programs/services that support their educational success are integrated into OUSD District Strategic Plan with connectivity and collaboration with all district partners a focus of work.

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

Board Office Use: Legislative File Info.	
File ID Number:	3-2437
Introduction Date:	1/06/2013
Enactment Number:	13-2433
Enactment Date:	11-20-13



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To: Board of Education
From: GARY YEE, EdD, ACTING SUPERINTENDENT; By: GARY YEE, Deputy Superintendent
Board Meeting Date: 11/20/2013
Subject: Professional Service Contract
Contractor: Strategies of Success of Firebaugh, CA
Services for: 975-PROGRAMS FOR EXCEPTIONAL

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Strategies of Success, Firebaugh, CA, for the latter to provide: Gather information, review, provide analysis and recommendations for the Special Education program and SELPA. Review and provide recommendations for accountability procedures processes, to include data analysis and systems and review for federal and state compliance. Provide assistance in the process and analysis for development of the SPED Strategic Plan and Framework, including the technical assistance with monitoring programs with identified priority areas. Provide professional development and coaching of effective leadership and organizational behavior. Provide technical assistance to monitor and review Response to Intervention systems and procedures for the period of 07/01/2013 through 12/30/2013 in an amount not to exceed \$78,400.00.

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

With the departure of the Executive Director and other critical positions in the Special Education program in the Spring of 2013, there is an urgent need to have assistance in the gathering of information and development of the Special Education Framework and Strategic Plan. There continues to be needed assistance in the transition of the new Associate Superintendent and other critical positions, as well as the implementation of the SPED Strategic Work Plan and Framework.

Discussion:
 (QUANTIFY what is being purchased.)

Gather information, review, provide analysis and recommendations for the Special Education program and SELPA. Review and provide recommendations for accountability procedures processes, to include data analysis and systems and review for federal and state compliance. Provide assistance in the process and analysis for development of the SPED Strategic Plan and Framework, including the technical assistance with monitoring programs with identified priority areas. Provide professional development and coaching of effective leadership and organizational behavior. Provide technical assistance to monitor and review Response to Intervention systems and procedures

Board Office Use: Legislative File Info.	
File ID Number	13-2437
Introduction Date	11/06/2013
Enactment Number	13-2433
Enactment Date	11-20-13



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

Strategies of Success

This Agreement is entered into between _____ (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:

1. **Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 07/01/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than 12/30/2013.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Seventy eight thousand four hundred Dollars (\$78,400.00) [per fiscal year], at an hourly billing rate not to exceed _____ 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: No Reimbursements

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.

4. **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.

6. **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.
7. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

OUSD Representative:

Name: SHEILAGH ANDUJAR
Site /Dept.: 975-PROGRAMS FOR EXCEPTIONAL
Address: 2850 West Street
Oakland, CA 94608
Phone: 510-874-3700

CONTRACTOR:

Name: Catania Kathryn
Title: CEO
Address: 11088 RD 5 1/2
Firebaugh, CA 93622
Phone: 559-246-8146

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.) 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.

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 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:** CONTRACTOR will adhere to the following staff requirements and 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 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.

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.epls.gov/eplis/search.do>)

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. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

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.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

GARY YEE

10/08/2013

Catania Kathryn

10/08/2013

- President, Board of Education
- Superintendent or Designee

Date

Contractor eSignature

Date

Secretary, Board of Education

11-21-13
Date

Catania Kathryn, CEO

Print Name, Title

File ID Number: 13-2437
 Introduction Date: 11-20-13
 Enactment Number: 13-2433
 Enactment Date: 11-20-13
 By:

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.

Development and implementation of a work plan to address the multiple challenges identified in the Programs for Exceptional Children Department in OUSD. As a result of the is work the number of non-compliant special education issues will be reduced, PEC staff will be trained to more effectively identify students with special needs and place them appropriately in OUSD programs, special education programs will be more clearly defined with research based strategies, structures and curriculum to successfully meet the IEP goals and objectives of placed students, increased collaboration and connectivity with general education will increase the graduation rate of special education students, expenditures of special education resources will clearly defined, transparent and closely monitored to ensure quality program and services to all OUSD special education students. Integrating the work to ensure that the needs of identified special education students and the programs/services that support their educational success are integrated into OUSD District Strategic Plan with connectivity and collaboration with all district partners a focus of the work.

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

- | | |
|---|---|
| <input checked="" 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 type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input checked="" type="checkbox"/> High quality and effective instruction | <input checked="" 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(s): Not Applicable
No Restricted Funds

- 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.

AMENDMENT ROUTING FORM

2013-2014

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 3

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.

Attachment Checklist	<input checked="" type="checkbox"/> Contract amendment packet including Board Memo and Amendment Form <input 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.
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OUSD Staff Contact *Emails about this contract should be sent to: (Required)*

Contractor Information

Contractor Name	Strategies of Success of Firebaugh, CA	Agency's Contact	Dr. Kathryn Catania		
OUSD Vendor ID #	1006061	Title	President		
Street Address	11088 Rd., 5 1/2	City	Firebaugh	State	CA
Telephone	(559) 246-8146	Email	kitcatania@aol.com		
		Zip	93622		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 173,750.00	Original PO Number	P1402315		
Amended Amount	\$ 79,800.00	New Requisition #	R0411092		
New Total Contract Amount	\$ 253,550.00	Start Date	01/22/14	End Date	06/27/2014
Pay Rate Per Hour (Required)		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
0000	Special ED	9035000201	5825	\$ 79,800.00
			5825	\$
			5825	\$

Approval and Routing (in order of approval steps)

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

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

1.	Site Administrator or Manager	Name	Olivia Mandilk	Phone	5108743706	Fax	
	Site / Department	Programs for Exceptional Children					
	Signature			Date Approved	5.28.14		
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships						
	Signature			Date Approved			
	Signature			Date Approved			
3.	Regional or Executive Officer						
	Signature			Date Approved	5/28/14		
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000						
	Signature			Date Approved	5-30-14		
5.	Superintendent or Board of Education <i>Signature on the legal contract</i>						
Legal <i>Required if not using standard contract</i>		Approved		Denied - Reason		Date	
Procurement	Date Received			PO Number			



Board Office Use: Legislative File Info.	
File ID Number	14-1071
Introduction Date	6/25/14
Enactment Number	
Enactment Date	



Memo

To The Board of Education
 From Gary Yee, 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 -
 The Regents of Uc Berkeley Berkeley CA (contractor, City State)
 909 - Linked Learning Office (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and The Regents of Uc Berkeley. Services to be primarily provided to 909 - Linked Learning Office for the period of 05/12/2014 through 06/30/2014.

Background
 A one paragraph explanation of why the consultant's services are needed. Under the auspices of the Regents of the University of California, the College and Career Academy Support Network (CCASN) at UC Berkeley will support high school principals to plan and implement master schedules that support the OUSD Strategic Plan goal to enroll 80% of students in pathways by the 2015-2016 school year.

Discussion
 One paragraph summary of the scope of work. Ratification of a professional services contract between Oakland Unified School District and The Regents of UC Berkeley to support OUSD high schools as they enroll more students in pathways and move to expand high school schedules, the site staff responsible for master scheduling require support and training. CCASN staff are experts at aligning district Linked Learning priorities to the realities of building equitable affordable master schedules.

Recommendation Approval of professional services contract between Oakland Unified School District and The Regents of Uc Berkeley. Services to be primarily provided to 909 - Linked Learning Office for the period of 05/12/2014 through 06/30/2014.

Fiscal Impact Funding resource name (please spell out) Linked Learning not to exceed \$55,000.00

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

Board Office Use: Legislative File Info.	
File ID Number	19-1071
Introduction Date	6/25/14
Enactment Number	
Enactment Date	



OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between the Oakland Unified School District (OUSD) and The Regents of Uc Berkeley (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 05/12/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed fifty-five thousand Dollars (\$ 55,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

- 4. Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - 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.
- 5. Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* _____ which shall not exceed a total cost of \$ _____.
- 6. CONTRACTOR Qualifications / Performance of Services.**


CONTRACTOR Qualifications. CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care. CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- 7. Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below.

Professional Services Contract

OUSD Representative:

Name: Gretchen Livesey
Site /Dept. 909 - Linked Learning Office
Address: 2607 Myrtle Street, Room 104
Oakland, CA 94607 
Phone: 510.273.2360

CONTRACTOR:

Name: Ling Zhu
Title: Contract Specialist
Address: 2150 Kittredge st 502
Berkeley, CA 94720
Phone: 510.643.5748

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 a statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

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

10. Insurance:

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

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
 - iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

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

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

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12800 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.

15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.

Copyright/Trademark/Patent/Ownership. CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.

17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

Conduct of Consultant. CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with involving requirements outlined in Section 8, which include:

1. **Tuberculosis Screening**

2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor Initial: _____

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or properly, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:

1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.

2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Handwritten notes:
SEE ATTACHED EXHIBIT "B"
LJ

Handwritten notes:
WAIVED TO BY DISTRICT AS LAW-TRACTOR DOES NOT WORK WITH OTHER SUBS

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: 05/12/2014 Work shall be completed by: 06/30/2014 Total Fee: \$ \$55,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education _____ Date _____
 Superintendent or Designee _____

Secretary, Board of Education _____ Date _____

CONTRACTOR

[Signature] 4/9/2014
 Contractor Signature Date
 VCB BUSINESS CONTRACT SIGNATURE

Ling Zhu, Business Contract Specialist
 Print Name Title

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

By: [Signature] Page 4 of 8
 Attorney at Law

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.

Under the auspices of the Regents of the University of California, the College and Career Academy Support Network (CCASN) at UC Berkeley will support high school principals to plan and implement master schedules that support the OUSD Strategic Plan goal to enroll 80% of students in pathways by the 2015-2016 school year.

SCOPE OF WORK

_____ will provide a maximum of _____ hours of services at a rate of \$_____ per hour for a total not to exceed \$55,000.00. Services are anticipated to begin on _____ and end on _____.

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 Regents of UC Berkeley staff will consult with the principals at Skyline, McClymonds, Fremont, and Oakland High Schools on developing master schedules to support Linked Learning academies and pathways. As OUSD high schools enroll more students in pathways and move to expand high school schedules, the site staff responsible for master scheduling require support and training. CCASN staff are experts at aligning district Linked Learning priorities to the realities of building equitable affordable master schedules.

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 Regents of UC Berkeley will support high school principals to plan and implement master schedules that support the OUSD Strategic Plan goal to enroll 80% of students in pathways by the 2015-2016 school year.

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

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

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

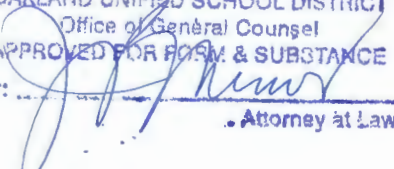
Please select:

- 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.
-

EXHIBIT D

Any other provision to the contrary notwithstanding, Contractor and District each agree to indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or other damages arising out of the performance of this Agreement suffered by the indemnified party but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party.

Contractor shall own the copyright of any materials produced in the performance of this Agreement, provided however, University hereby grants a royalty-free license to District to use such materials in any medium anywhere in the world for non-commercial educational and research purposes.

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Attorney at Law

SAM Search Results
List of records matching your search for :

Search Term : The* Regents* of UC Berkeley*
Record Status: Active

No Search Results

J. Phillip Saroyan

1838 Indiana Street

Vallejo, CA 94590

Home: 707-643-3866

Cell: 707-246-2078

Email: jp9@jps.net

PROFESSIONAL EXPERIENCE

2012 - Present Specialist IV, College and Career Academy Support Network/UC Berkeley
2009 - Present Educational Consultant, Saroyan Solutions
1994 - 2009 Principal, Vallejo High School
2003 - 2009 Lecturer, University of California, Berkeley
1987 - 1994 Principal, Solano Junior High School
1983 - 1987 Vice-Principal, Solano Junior High School
1981 - 1983 Assistant Principal/Dean, Vallejo High School
1973 - 1981 Science and Photography Teacher, Peoples High School
1971 - 1973 Substitute Teacher, Vallejo, Benicia and Fairfield School Districts
1971 - 1972 Instructional Aide, Gomer Opportunity Center, Solano County Office of Education
1971 - 1972 Graduate Teaching Assistant, California State University, Hayward
1971 (Summer) Teleteacher, Solano County Office of Education

EDUCATION

M.A. - 1974 California State University, Hayward

B.S. - 1970 California State University, Hayward

CREDENTIALS

1981 Administrative Services, University of California, Berkeley
1976 Standard Secondary Teaching, California State University, Hayward
1974 Community College Instructor

PROFESSIONAL ACTIVITIES

2007 - 2009 Member, District Negotiating Team
1994 - 2007 Member, Vallejo High School Accreditation Committees (1994, 1997, 2001, 2004, 2006-07)
2004 - 2005 Member, District Negotiating Team
1997 - 2005 Member, Vallejo High School Measure A Bond Modernization Committee
1997 Member, Measure A School Bond Committee
1989 - 1994 Member, District Student Assistance Program Committee
1987 - 1994 Member, School Facilities Bethel High School Planning Committee
1986 - 1994 Newsletter Editor, ACSA Region 4
1986 - 1989 Participant, California School Leadership Academy
1984 - 1985 Member, District Negotiating Team
1982 - 1986 Officer, Vallejo Schools Managers' Association
1982 - 1995 Member, Vallejo City Unified School District Instructional Improvement Council
1982 - 1984 Member, Vallejo Schools Managers' Association Compensation Committee
1982 Member, Needs Assessment Task Force for 5-Year Plan for Instructional Improvement
1982 Member, School Board Policy Revision Committee
1981 - 1985 Member, Professional Development Steering Committee
1981 - 1985 Member, District Maintenance and Operations Committee
1981 - 1982 Member, Vallejo High School Accreditation Committee
1980 - 1987 Member, Highland Elementary School SSC/SAC
1989 - 1981 Member, Peoples High School Accreditation Committee
1979 - 1981 Chair, Vallejo Teacher Center Policy Board
1979 - 1981 Chair, District Fringe Benefit Committee
1979 Participant, Bay Area Writing Project
1978 - 1981 Member, District Science Curriculum Committee

PROFESSIONAL ORGANIZATIONS

Vallejo Schools Managers' Association

Association of California School Administrators

NO: 1314 - 206 GL

This certificate is issued to:

OAKLAND UNIFIED SCHOOL DISTRICT

UNIVERSITY OF CALIFORNIA
OFFICE OF RISK SERVICES
2130 CENTER STREET SUITE 200
BERKELEY, CA 94720-4208
(510) 642-5141

UNIVERSITY OF CALIFORNIA CERTIFICATE OF SELF-INSURANCE

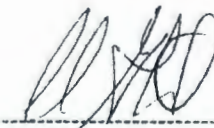
This is to certify that the University of California is self-insured for the following coverages:

Type of Coverage	Self-insured Limits
I. GENERAL LIABILITY:	
Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Other	
General Aggregate (Bodily Injury and Property Damage)	\$1,000,000
II. AUTOMOBILE LIABILITY:	
Vehicles Owned, Non-Owned or Hired (each occurrence)	\$1,000,000
III. SPECIAL TERMS AND CONDITIONS:	
This certificate is issued in connection with the Special Terms and Conditions attached hereto and hereby made a part of this Certificate.	

Should any of the above described programs of self-insurance be materially modified or cancelled before the expiration date shown below, the Regents of the University of California will give advance written notice to the named certificate holder.

DATE ISSUED: 4/16/2014

CERTIFICATE EXPIRES: 06/30/14



AUTHORIZED SIGNATURE
RISK MANAGER

ATTACHMENT TO CERTIFICATE 1314-206 GL

1. The **OAKLAND UNIFIED SCHOOL DISTRICT**, its officers, agents, and employees are hereby named as additional insureds, but only in connection with the Professional Services Agreement between the University of California, Berkeley's Center for Educational Partnerships and the **OAKLAND UNIFIED SCHOOL DISTRICT** for help with a district-wide approach to master schedule analysis, a-g course submissions, counselor professional development, and any necessary incidental purposes from March 10, 2014 through June 30, 2014.

This provision shall apply to claims, costs, injuries, or damages but only in proportion to and to the extent such claims, costs, injuries, or damages are caused by or result from the negligent acts or omissions of The Regents of the University of California, its officers, agents, or employees.

2. The insurance evidenced herein follows the provisions of the Bylaws and Standing Orders of The Regents of the University of California and self-insurance programs as administered by the University of California, Office of the President, Office of Risk Services, which do not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions than required under such Bylaws and Standing Orders shall invalidate this certificate.
3. This certificate shall be considered void unless the Professional Services Contract, attached hereto and hereby made part of this certificate, has been accepted by the insureds.
4. In the event of claims being made under any of the coverages of the policy or policies referred to herein by one or more insureds hereunder for which another or other insured hereunder may be liable, then the policy or policies shall cover such insured or insureds against whom a claim is made or may be made in the same manner as if separate policies had been issued to each insured hereunder. Nothing contained herein, however, shall operate to increase the insurer's or insurers' limits of liability as set forth in the insuring agreements.
5. The insurance evidenced on this/(the attached) Certificate of Insurance shall be primary insurance and not excess over or contributory with any other valid, existing or new applicable insurance in force for or on behalf of the **OAKLAND UNIFIED SCHOOL DISTRICT**.



Authorized Signature
University of California, Berkeley
Office of Risk Services

Date: April 16, 2014

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 7559

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

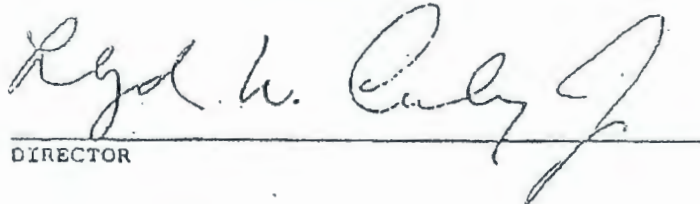
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause pursuant to Labor Code Section 3702.

EFFECTIVE March 1, 1993

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



DIRECTOR




MANAGER, SELF-INSURANCE PLANS

SUPERCEDES CERTIFICATE NO. F-1344

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2013-2014

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/portal/public/SAM/)
	<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) Selra.Fuentes@ousd.k12.ca.us

Contractor Information

Contractor Name	The Regents of Uo Berkeley	Agency's Contact	Ling Zhu
OUSD Vendor ID #	V024149	Title	Contract Specialist
Street Address	2150 Kittredge st, 502	City	Berkeley
Telephone	5108435748	State	CA
		Zip	94720
		Email (required)	ccollins@berkeley.edu
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	05/12/2014	Date work will end	06/30/2014	Other Expenses	\$
Pay Rate Per HOUR (required)	\$ 100	Number of Hours (required)	550		

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
	Linked Learning	90947802014	5825	\$ 55000.00
			5825	\$
			5825	\$
Requisition No. (required)	R0412437		Total Contract Amount	\$55,000.00

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Gretchen Livesey	Phone	510.273.2360
	Site / Department	909 - Linked Learning Office	Fax	510.452.2070	
	Signature			Date Approved	5/16/14
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
	Signature (if using multiple restricted resources)			Date Approved	
3.	Regional Executive Officer				
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature			Date Approved	5/22/14
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations				Consultant Aggregate Under <input type="checkbox"/> Over <input type="checkbox"/> \$50,000
	Signature			Date Approved	
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		Date
					5/20/14