Board Office Use: Le	gislative File Info.
File ID Number	13-0281
Introduction Date	42713
Enactment Number	13-0414
Enactment Date	2-27-13/4



Community Schools, Thriving Students

Memo

-	-	
	O	

Board of Education

Tony Smith, Ph.D., Superintendent

From

By: Maria Santos, Deputy Superintendent, Instruction, Leadership &

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

Board	Meeting	Date
(To be	complet	ed by

Procurement)

2-27-13

Victoria J. King

Subject

Professional Services Contract Amendment -

Hayward

CA (Contractor, City/State) -

922/Family, School, and Community Partnerships Department (site/department)

Action Requested

Ratification by the Governing Board of the amendment to the professional services

contract between the District and Victoria J. King

Services to be primarily provided to 922/Family, School, and Community Partnershi for the period of 08/13/2012 through 06/30/2013, in an amount not to exceed

\$ 20,000.00

Background

A one paragraph explanation of why an amendment is needed.

Oakland Elev8 Family Advocates will be embedded at Elev8 sites and were selected in collaboration with the site principals and cross-agency partners. The advocates will be exclusively dedicated to the development and implementation of site based Elev8 services for families. The Family Advocate will work closely with the Project Coordinator as well as the SBHC Manager and the After School Site Supervisor.

Discussion One paragraph summary of the amended scope of work.

Ratification by the Board of Education of Amendment No. 1 of the Professional Services Contract between District and Victoria J. King, Hayward, CA, for the latter to provide additional services for Family Engagement and support activities at James Madison Middle School for site based development of the family resource center incorporating a broad range of family support services including but not limited to parent education, tax preparation clinics, legal services, case management, mental health, child care, and translation services for the period of August 13, 2012 through June 30, 2013, in the amount of \$20,000.00, increasing the Agreement from \$20,000.00 to a not to exceed amount of \$40,000.00.

Recommendation

Ratification by the Governing Board of the amendment to the professional services

contract between the District and Victoria J. King

Services to be primarily provided to 922/Family, School, and Community Partnersh for the period of ___08/13/2012 __ through ___06/30/2013 __, in an amount not to exceed

\$ 20,000.00

Fiscal Impact

Funding resource name (please spell out) Atlantic Philanthropy & Kaiser

not to exceed \$20,000.00

Attachments

- Contract Amendment
- Copy of original contract

Board Office Use: Leg	islative File Info.
File ID Number	13-0281
Introduction Date	2/27/13
Enactment Number	13-0414
Enactment Date	2-27-131



Community Schools, Thriving Students

TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD)

	Victoria J. Kir	August 13 , 2012 , and the	ered into an Agreement wit parties agree to amend the	at Agreement as follows:
Servic	es: 🗆 T	he scope of work has changed.	ONLY the funding s	source has changed.
expecte	ed final results, such	changed: Provide brief description of reverse as services, materials, products, and/or repeattached. OR, The CONTRACTOR agrees	orts; attach additional page	es as necessary.
orporatin		onal hours of service for the site based d of family support services utilizing new fu		
Terms	(duration):	e term of the contract is <u>unchanged</u> .	☐ The term of the cont	ract has <u>changed</u> .
If t	the term has char	nged: The contract term is extended by piration date is	an additional	(days/weeks/months),
Comp	ensation: Th	ne contract price is unchanged.	■ The contract price ha	as <u>changed</u> .
If t	the compensation	n has changed: The contract price is a	mended by	
		of \$ 20,000.00 to original co		
	Decrease	e of \$to original co	ontract amount	
an	d the new contract	t total is Forty Thousand	dol	lars (\$40,000.00
No.		ous amendments to this Agreement. General Description of Reason		Amount of Increase (Decrease)
				\$
				\$
				\$
signatu		2-12-2013	ONTRACTOR WARRED	\$ it is approved. Approval requi
Signatu OAKLAN Presid Super	ure by the State Adr	DL DISTRICT CO 2-12-2013 ation Date Co Co Co Co Co Co Co Co Co C	ONTRACTOR Workington Ontractor Signature	\$ it is approved. Approval requi
Signatu OAKLAN Presid Super Cartifled: Edgar Ra	ND UNIFIED SCHOO	ministrator, the Board of Education, and DL DISTRICT CO 2-12-2013 ation Date Date Date Date	ONTRACTOR Www.ntractor Signature Victoria J.	\$ it is approved. Approval requindent as their designee.

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Ratification by the Board of Education of Amendment No. 1 of the Professional Services Contract between District and Victoria J. King, Hayward, CA, for the latter to provide additional services for Family Engagement and support activities at James Madison Middle School, for site based development of the family resource center incorporating a broad range of family support services including but not limited to parent education, tax preparation clinics, legal services, case management, mental health, child care, and translation services for the period of August 13, 2012 through June 30, 2013, in the amount of \$20,000.00, increasing the Agreement from \$20,000.00 to a not to exceed amount of \$40,000.00.

SCOPE OF WORK

	GOOILO	TOTAL	
Victoria J. K	ing will provide a maximu	m of <u>454.55</u> hou	irs of services at a rate of \$44.00 per hour for a
total not to e	xceed \$20,000.00 . Services are anticipated to begin	n on <u>08/13/2012</u>	and end on 06/30/2013
	iption of Services to be Provided: Provide a chat service(s) OUSD is purchasing and what this Contra		service(s) the contractor will provide. Be specific
Project C program Family E Weekly I worksho Complet parents participa monthly integrate Family S commun	or will provide family engagement and support services to Electrodinators, cross-agency partners, and school staff. Family A goals that include but are not limited to: Engagement: Coordinate monthly family engagement workshown workshops, extended day, and other events as requested; action family engagement into Elev8 Activities. Support: Provide case management to a minimum of 50 familiatiy resources and share resources and contact with families; poort Families in learning about and advocating for student acades.	ps; coordinate and s n partnership with the er. Coordinate 3 Ta ses or Workshops to ching and workshops efforts and notes; co vely participate in m es per year; Conductarticipate in weekly (staff the Elev8 Family Resource centers, including: se Alameda County Food Bank; Monthly x Clinics for Elev8 Families during Tax Season; o support adult learning; facilitate the development of s; provide monthly data submission that includes induct outreach to families for Elev8 Events including onthly partners meetings and identify opportunities to that a minimum of 20 Home Visits per month; identify COST Meetings and provide family support and follow
result o children many m	fic Outcomes: What are the expected outcomes for the service(s): 1) How many more Oakland childrent are attending school 95% or more? 3) How many more Oakland children have access to, and use, the hosts will) and measurable outcomes (Participants will be served.	n are graduating e students have n ealth services the	from high school? 2) How many more Oakland neaningful internships and/or paying jobs? 4) How y need? Provide details of program participation
service translat the site	ctor will lead the site based development of family is such as parent education, tax preparation clinics tion services. Contractor will provide case manage is Coordination of Services Team. Contractor will be parent community of the school in collaboration versions.	s, legal services, ment services to organize family a	physical and mental health, child care, and a minimum of 50 families as identified by advocacy and outreach campaigns aligned
	ment with District Strategic Plan: Indicate the all that apply.)	goals and visions	s supported by the services of this contract:
☐ Ens	sure a high quality instructional core		students for success in college and careers
✓ Dev	elop social, emotional and physical health		ealthy and supportive schools
Cre	ate equitable opportunities for learning	✓ Account	table for quality

✓ Full service community district

Rev. 6/22/11 v3 Page 5 of 6

High quality and effective instruction

4.	-	nent with Single Plan for Student Achievement (required if using State or Federal Funds) select:
	Act	ion Item included in Board Approved SPSA (no additional documentation required) – Action Item Number:
		tion Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager are 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.

Rev. 6/22/11 v3 Page 6 of 6

Search Results

Current Search Terms: victoria* J. King*

No records found for current search.

SAM | System for Award Management 1.0

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

IBM v1.610.20130129-1039









Cur o thy Schools, Tritiving Students PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

				Directi						
			locuments are in th							
			ntil the contract is or (principal or manag							d.
			requirements (includ							Verification)
			or complete the conti							
4. Within 2	weeks of creat	ting the requisiti	on the OUSD contra	ct origina	tor submits	complet	e contract	packet for	r approval	to Procurement.
			HRSS Pre-Consulta					cal year.		
Checklist			Proof of negative tule page of the Exclude					ols/search	do)	
	For All Cons	ultants: Stateme	ent of qualifications	(organiza	ation); or re	esume (i	ndividual (consultant	1).	
			Commercial Gene							
OUSD Staff Contac			oloyees: Proof of V					er. to Sect	ion 10 of 1	ne Contract)
OOOD Stail College	· Emails about	i ins contraction				15U.N 12.	ca.us			
			Contract			N. 41 .				
OUSD Vendor ID	# 1005426			Agenc	y's Contact		oria J. Kin sultant	g		
Street Address	P.O. BO			City	Hayward	1	isuitant	State (CA Z	ip 94540
Telephone	(510) 75			Email			t@gmail.c		2	.ip 34040
Contractor History			OUSD contractor?						nplovee?	☐ Yes ☐ No
										1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
			nd Terms - Mus							
Anticipated start of		08/13/2012		0.1.0	06/30/2		Other Ex	penses	\$	
Pay Rate Per Hou	(required)	\$ 44.00	Number of Ho	UIS (require	ed) 4	55.00				
				t Inform						
If you are	planning to m	ulti-fund a contrac	ct using LEP funds, pl	lease cont	act the State	and Fed	deral Office	<u>before</u> con	pleting req	uisition.
Resource #	Resource N	Varne	0	org Key		A STORY	C	bject Cod	е	Amount
9225	Kaisei	r	922	21211220)			5825	\$ 20	00.000
								5825	\$	
								5825	\$	
Requisition	No. (required)	R0301633			Total Co	ntract A	mount		\$ 20	,000.00
			proval and Routin							
Services cannot b	e provided bef		fully approved and a services were not pro					ocument af	firms that to	your knowledge
OUSD Ad	ministrator ve		endor does not ap					S.//VAVAVAI	nie govie	nls/search do)
The second second second	or / Manager (0	Late Company of the Art Pop	37 - 11 - 24 - 11 - 11		A LA MARIA	S	15 7 7 5 7 7 7 100	(510) 639		1421 Wallact
1. Site / Dep	and the second second	The state of the s	, Schools & Comm		1 1	P . C.	ax	(510) 639	1.17 1.19. 3	
Signature	10 Paral	MID anny	, Schools & Commi	unity Fai	therships		pproved	1	7-1001	
-	anager if using	o funds managed	by: State and Federal	□ Quality:	Community So			mily Schools	and Commu	nity Partnerships
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2. Signature	1/25	7					pproved	19/11	1/2	
	sing multiple festr	ricted resources)					pproved	1/)/	12	
	ecutive Office			INTERNATION OF THE PARTY OF THE						
Services	escribed in the	scope of work al	ign with needs of dep	artment or	school site	ECONOMIC SOUR	e difference		Mar and the Million feat of the	A STATE OF THE STA
3. Consultan	t is qualified to	provide services	described in the scop	e of work				10/	1.11	
Signature	ut	W C	aun	Mar. 1977	Straight and Control		pproved	17/1	1011	10 8 28 TO 8 28 TO
4	erintendent In	structional Lead	ership / Deputy Sup	erintende	nt Busines	Services in the sex	A SECTION AND A SECTION AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE	nsultant Agg	regate Unde	r ∐, Over ⊡\$50,000
Signature			PO B 077 116 - 13 - 1.37 190	155 12 20 10	- ma 3. 3. 3.	Date A	pproved	Territory Landy Com	historietsi (dis)	Per Solver also a service
TATAS MALAGARICA	1,110,218.11 1.7	Lordon Age of Paris .	ature on the legal con	uract	D)	The state of the s			
Legal Required if			Approved		Denied - F		-		Date	
Procurement	Date Received				LO MALLID	CI				





AMENDMENT ROUTING FORM

2012-2013

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. _____

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

- Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
- 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

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

Attachment Checklist

- Contract amendment packet including Board Memo and Amendment Form
- ■Amended Scope of work (Be specific as to what additional work is being done by this consultant.)
- A Board Approved copy of the original contract and any prior Amendments.

Emails about this contract should be sent to: (Required)

sheila.clark@ousd.k12.ca.us

Contractor Information							
Contractor Name	Victoria J. King	Agency	's Contact	Victoria J. King			
OUSD Vendor ID#	1005426	Title		Consultant			
Street Address	P.O. BOX 3802	City	Hayward	State	CA	Zip	94540
Telephone	(510) 750-4678	Email	vkingmft@	gmail.com			

Compensation and Terms – Must be within the OUSD Billing Guidelines					
Original Contract Amount	\$ 20,000.00	Original PO	Number	P10	302222
Amended Amount	\$ 20,000.00	New Requi	sition#	R0	311663
New Total Contract Amount	\$40,000.00	Start Date	08/13/2012	End Date	06/30/2013
Pay Rate Per Hour (Required)	44.00	Number of	HOURS (Required)	455.00	

Budget Information

Resource #	Resource Name	Org Key	Object Code	Amount
9196	Atlantic	9221215102	5825	\$ 10,000.00
9225	Kaiser	9221211220	5825	\$ 10,000.00
			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)

	Site Administrator or Manager	Name	Andrea Bustan	nante	Phone	5102731569	Fax	2731511				
1.	Site / Department	922/Fan	artnerships									
	Signature (Wall)				Date App	proved						
2.	Resource Manager, if using funds 1	nanaged by:	☐State and Federa	nunity, School Development								
	Signature		Date Approved									
	Signature		/	0	Date App	proved						
3.	Regional or Executive Officer											
٥.	Signature int	un	Dai	A	Date App	roved 2/7	/rd	7				
4	Deputy Superintendent Instruction	nal Leaders	hip / Deputy Su	usiness Operations Consultant Aggregate Under □, Over □\$50,00								
4.	Signature Massa	Sa	nters		Date App	roved 2-17	2-20x	3				
5.	Superintendent or Board of Educa			contract								
Leg	al Required if not using standard cont	ract App	proved		Denied -	Reason	Dat	e				

Procurement Rev. 6/12 v1 Date Received

PO Number

Board Office Use: Le	egislative File Info.
File ID Number	12-2542
Introduction Date	10-24-12
Enactment Number	12-2624
Enactment Date	10/24/1



Community Schools, Thriving Students

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То	The Board of Education
From	Tony Smith, Ph.D., Superintendent By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action Vernon Hal, Deputy Superintendent, Business & Operations
Board Meeting Date (To be completed by Procurement)	10-24-12
Subject	Professional Services Contract - Victoria J. King Hayward CA (contractor, City State) 922Family, Schools & Community Partnerships (site/department)
Action Requested	Ratification of a professional services contract between Oakland Unified School District and Victoria J. King . Services to be primarily provided to 922Family, Schools & Community Partnership for the period of 08/13/2012 through 06/30/2013 .
Background A one paragraph explanation of why the consultant's services are needed.	Oakland ISSI Family Advocates will be embedded at the sites and selected in collaboration with site principal(s) and cross agency partners. These advocates will be exclusively dedicated to the development and implementation of the site-based ISSI services for families. The Family Advocates will work corroboratively with the Project Coordinator as well as the SBHC Manager and the After School Site Supervisor.
Discussion One paragraph summary of the scope of work.	Ratification by the Board of Education of Professional Services Contract between the District and Victoria King, Hayward, CA, for the latter to provide 455 hours of service for site based development of family resource centers incorporating a broad range of family support services including but not limited to parent education, tax preparation clinics, legal services, case management, mental health, child care and translation services for the Elev8 Initiative for the period of August 13, 2012 through June 30, 2013, in an amount not exceed \$20,000.00.
Recommendation	Ratification of professional services contract between Oakland Unified School District and Victoria J. King
Fiscal Impact	Funding resource name (please spell out) Kajser not to exceed \$ 20,000,00
Attachments	 Professional Services Contract including scope of work Fingerprint/Background Check Certification Commercial General Liability Insurance Certification TB screening documentation

Board Office Use: Legis	lative File Info.
File ID Number	12-2542
ntroduction Date	10-24-12
nactment Number	12-2624
Enactment Date	10-24-12



PROFESSIONAL SERVICES CONTRACT 2012-2013

(Co	s Agreement is entered into between the Oakland Unified School District (OUSD) and Victoria J. King DNTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in ancial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The ties agree as follows:
1.	Services: The 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 <u>08/13/2012</u> , 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 <u>06/30/2013</u> .
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed TWENTY THOUSAND Dollars (\$20,000.00). 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.
- 2. 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: N/A which shall not exceed a total cost of \$ 0.00 _____.
- 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:

Rev. 4/11/12 v1 R0301633 Page 1 of 6

Professional Services Contract OUSD Representative: Name: Andrea Bustamante Site /Dept.: 922Family, Schools & Community Partnerships Address: 746 Grand Avenue Oakland, CA 94610 Phone: (510) 639-3340 CONTRACTOR: Name: Victoria J. King Title: Consultant Address: P.O. BOX 3802 Hayward CA 94540 Phone: (510) 639-3340 Phone: (510) 750-4678

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.

- Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
- 2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.
- 9. Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

10. Insurance:

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

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- iii. 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

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

- Assignment: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express
 prior written consent of OUSD.
- 13. Anti-Discrimination. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
- 14. Drug-Free / Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
- 15. Indemnification: CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 16. Copyright/Trademark/Patent/Ownership. CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 17. Waiver: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 18. Termination: OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 19. Conduct of Consultant. CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 - 1. Tuberculosis Screening
 - 2. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial:	1	1	5
Contractor initial:	M		V-

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

- 20. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 21. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 - 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).

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- 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)

Anticipated start date: 08/13/2012 Work shall be completed by: 06/30/2013 Total Fee: \$20,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Scientes

President, Board of Education

Superintendent or Designee

Certified:

Victoria J. King

Print Name, Title

Date

Ontractor Signature

Victoria J. King

Print Name, Title

File ID Number: 12-2542
Introduction Date: 10 2417
Enactment Number: 12-2624
Enactment Date: 10 2417

Rev. 4/11/12 v1

By:

Summary of terms and compensation:

Page 4 of 6

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR'S entire Proposal is <u>not</u> 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 <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

Ratification by the Board of Education of Professional Services Contract between the District and Victoria King, Hayward, CA, for the latter to provide 455 hours of service for site based development of family resource centers incorporating a broad range of family support services including but not limited to parent education, tax preparation clinics, legal services, case management, mental health, child care and translation services for the Elev8 Initiative for the period of August 13, 2012 through June 30, 2013, in an amount not exceed \$20,000.00.

	SCOPE OF WORK
VI	oria J. King will provide a maximum of 455.00 hours of services at a rate of \$44.00 per hour for a
tota	not to exceed \$20,000.00 Services are anticipated to begin on 08/13/2012 and end on 06/30/2013
1.	Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.
	 Contractor will provide family engagement and support services to Elev8 site. They will work in partnership with the site leadership teams, Elev8 Project Coordinators, cross-agency partners, and school staff. Family Advocates will work an average of 30 hours per week to support Elev8 program goals that include but are not limited to: Coordinate monthly family engagement workshops; Coordinate and staff the Elev8 Family Resource centers, including: Weekly Medi-Cal Eligibility enrollment sessions; Food Pantry services In partnership with the Alameda County Food Bank; Monthly workshops/individual sessions with the East Bay Community Law Center; Coordinate 3 Tax Clinics for Elev8 Families during Tax Season; Complete tax preparation certification Coordinate Adult Education Classes or Workshops to support adult learning; Facilitate the development of parents as leaders, learners, advocates, and teachers via ongoing coaching and workshops; Provide monthly data submission that includes participation rates, family engagement events, and case management efforts and notes
2.	Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as 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.
	Contractor will lead the site based development of family resource centers and the coordination of family support services such as parent education, tax preparation clinics, legal services, physical and mental health, child care, and translation services. Contractor will provide case management services to a minimum of 50 families as identified by the site's Coordination of Services Team. Contractor will organize family advocacy and outreach campaigns aligned with the parent community of the school in collaboration with all partners.
	 Actively participate in monthly partners meetings and identify opportunities to integrate family engagement into Elev8 Activities.
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 Prepare students for success in college and careers
	Develop social, emotional and physical health Safe, healthy and supportive schools
	Create equitable opportunities for learning Accountable for quality

Full service community district

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High quality and effective instruction

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.

VICTORIA J. KING

510- 750- 4678 vkingmft@gmail.com

620 Artisan Place Hayward, CA 94541

Education:

California State University, East Bay,

Hayward, CA

2010

M.S. - Counseling: BBS license eligible MFT Intern

California State University, East Bay,

Hayward, CA

2005

B.A. - Human Development with Adolescent Option

Work History:

STARS Community Services

San Leandro, CA

2010 - current

Mental Health Specialist II - School Based Services

Conduct individual, family, and group therapy sessions, at an elementary school in Hayward, to
primarily Latino & African American children and their families with a wide range of presenting issues,
to improve interpersonal relationships and psychosocial functioning.

 Provide wraparound services such as case management and rehabilitation services within the community including transportation to and from activities and psychiatric services.

 Facilitate psychoeducational groups, restorative justice circles, and crisis management with students, teachers, and parents on the school campus as needed.

 Refer clients to appropriate resources as needed and collaborate with collateral contacts on their behalf including parents, teachers, administrators, resource officers, case managers, etc.

 Participate in COST (Collaboration of Service Team), SST (Student Study Team), and IEP (Individualized Education Plan) meetings at the school site to advocate, track, and manage the academic and social functioning of the client within the school community.

Manage Medi-Cal and Agency paperwork to document and maintain client continuity of care.

Fremont Youth & Family Services

Fremont, CA

2009 - 2010

MFT Trainee/Intern - School Based Services

- Administered psychosocial assessments, crisis management, individual therapy, family therapy, and group therapy to primarily Latino & African American children, adolescents, and families at both a High School in Fremont and the Fremont Youth and Family Services Clinic.
- Established and maintained evidence based treatment plans and DSM IV-TR diagnoses when appropriate to assist clients in achieving stated goals and objectives.
- Provided clients with appropriate referrals to community based services as needed.
- Assisted with parent psychoeducational support groups such as Parent Project.

Volunteer Work:

KARA Grief Support Services - Camp Erin Summer Camp

Palo Alto, CA 2009 - 2009

Provided grief support to youth impacted by the death of a caregiver or sibling.

Peer Advocates for Wellness (PAW) CSUEB

Hayward, CA 2009 - 2009

 Created and implemented various programs on the CSUEB campus and within the surrounding community aimed at raising awareness & influencing behavior modification towards healthier lifestyles.

Crisis Support Services of Alameda County

Oakland, CA 2009 - 2009

· Provided phone support to individuals who called the crisis line that were suicidal or in crisis.

BUILD - Providing underserved youth, resources to succeed

Oakland, CA 2006 - 2007

Mentored high school students to learn business skills, focus in school & improve self confidence.

THC - Toler Heights Community Council

Oakland, CA 2003 - 2006

Organized & participated in neighborhood improvement projects.

AMIGOS De Las Americas

ABQ, NM & Oakland, CA 1996 - 1998

 Volunteered and participated in both Albuquerque, NM and Oakland, CA chapters to help promote cultural awareness and community empowerment.

Specialized Training & Skills:

EPSDT (Early and Periodic Screening, Diagnosis, and Treatment). Conversational Spanish.

Advanced Computer Skills including: Microsoft Word, Excel, & PowerPoint.

Certified Life Coach. Certified Hypnotherapist. Holistic Massage Therapist. Meditation Instructor.

EPLS

Excluded Parties List System

Search Results Excluded By Individual : Victoria King State : CALIFORNIA as of 20-Aug-2012 12:51 PM EDT

Your search returned no results.

28 16	ICER Phone: 510-465-3983 Fax: 510-465-55 & ASSOCIATES INSURANCE SERV 5TH ST. AND CA 94612		BILITY INSURANCE 08/20/2012 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.								
			INSURERS AFF		NAIC #						
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	ORIA KING		INSURER B:								
	OX 3802 VARD, CA 94540		INSURER C:								
1011	VAILD, OA 34340		INSURER D:								
			INSURER E:								
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			AUTHORIZED REPRESENTATIVE								

8601

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 57 SBM BA8437

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001

Building: 001

400 CAPISTRANO DRIVE

OAKLAND

CA 94603

Description of Business:

Consultant - Management

Deductible: NO COVERAGE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

NO COVERAGE

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST

NO COVERAGE

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST

NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES OUTSIDE THE PREMISES NO COVERAGE NO COVERAGE

Form SS 00 02 12 06 Process Date: 05/31/12 Page 002 (CONTINUED ON NEXT PAGE) Policy Expiration Date: 08/15/13

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 57 SBM BA8437

ADDITIONAL INSUREDS: THE FOLLOWING ARE ADDITIONAL INSUREDS FOR BUSINESS LIABILITY COVERAGE IN THIS POLICY.

LOCATION 001 BUILDING 001

TYPE PERSON ORGANIZATION

NAME THE OAKLAND UNIFIED SCHOOL DISTICT OAKLAND CA 94606

Form SS 00 02 12 06 Process Date: 05/31/12 Page 004 (CONTINUED ON NEXT PAGE)
Policy Expiration Date: 08/15/13



Community Schools, Thriving Students PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

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