

Board Office Use: Legislative File Info.	
File ID Number:	14-1246
Introduction Date:	06/25/2014
Enactment Number:	
Enactment Date:	



Memo

To: Board of Education

From: GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent

Board Meeting Date: 06/25/2014

Subject: Professional Service Contract

Contractor: AYODELE KINCHEN of El Sobrante, CA

Services for: 181-ENCOMPASS

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and AYODELE KINCHEN, El Sobrante, CA, for the latter to provide: The Mentoring and Leadership Program will integrate the arts and use resiliency-promotion practices. We will develop a Rite of Passage program that is culturally-based to engage students meaningfully in school, and to build a strong foundation for school success. for the period of 04/01/2014 through 06/12/2014 in an amount not to exceed \$8,149.00.

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

To provide leadership opportunities for students who need to be challenged and redirect their energies in positive ways. We want to reduce the percentage of students in the chronic absence list, those with frequent discipline referrals. We will also engage Special Needs and GATE students for whom there are overlap with the criteria.

Discussion:
(QUANTIFY what is being purchased.)

The Mentoring and Leadership Program will integrate the arts and use resiliency-promotion practices. We will develop a Rite of Passage program that is culturally-based to engage students meaningfully in school, and to build a strong foundation for school success.

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Fiscal Impact: Funding resources below not to exceed \$8,149.00

\$8,149.00 MEASURE G PARCEL TAX

Attachments: Professional Services Contract including Scope of Work
Waiver Summary
Resume / Statement of Qualifications
EPLS Search Results Page
Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

AYODELE KINCHEN

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:

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 04/01/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 06/12/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Eight thousand one hundred forty nine Dollars (\$8,149.00) [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.

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

5. CONTRACTOR Qualifications / Performance of Services:

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

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

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

OUSD Representative:

Name: MINH-TRAM NGUYEN
Site /Dept.: 181-ENCOMPASS
Address: 1025 81st Ave
Oakland, CA 94621
Phone: 510-639-3350

CONTRACTOR:

Name: AYODELE KINCHEN
Title: Owner
Address: 4750 Appian Way #61
El Sobrante, CA 94803
Phone: 650-315-4456

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.

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

MARIA SANTOS

President, Board of Education

Superintendent or Designee

Secretary, Board of Education

05/27/2014

Date

Date

CONTRACTOR

AYODELE KINCHEN

Contractor eSignature

AYODELE KINCHEN, Owner
Print Name, Title

05/27/2014

Date

ContractsOnline: Contract Waiver Summary

Site Number-Name: 181-ENCOMPASS

Principal / Department Head: MINH-TRAM NGUYEN

Contractor Name: AYODELE KINCHEN

Business Name: AYODELE KINCHEN

Contract Type: Standard

Anticipated Start Date: 04/01/2014

Contract End Date: 06/12/2014

Rate Type: FLAT

Contract Amount: \$8,149.00

Applicable Waivers

Approved by Risk Management

Insurance-Reduction Waiver Status: NA

Waiver-Reduction Type: \$1,000,000 Required

Other Reduction Amount: NA

Approval Date:

Approved by Deputy Superintendent

Billing Waiver Status: Approved

Approval Date: 05/20/2014

Fingerprint Waiver Status: NA

Approval Date:

TB Test Waiver Status: NA

Approval Date:

AYODELE ANKOANDA KINCHEN

4750 Appian Way #61 • El Sobrante, CA 94803 • home (510) 417-2304 • cell (650) 315-4456 • ayodelemodupe@hotmail.com

QUALIFICATIONS

Seasoned professional and dynamic leader with expertise in people/program/project management & facilitation, human resources, business administration, financial management, program development, strategic planning, community outreach, employee training, & staffing. Results-oriented team leader, creative problem solver, exceptional communication, written and computer proficiency (i.e. Microsoft/Excel/PowerPoint/Outlook/Publisher/Adobe), excellent client-community relations and networking skills, works well under pressure, with a keen eye for organization, coordination, and creative design.

PROFESSIONAL EXPERIENCE

- RESIDENT ARTIST/CONSULTANT** **Visual Arts Language Arts – (VALA) - A program of the Tides Foundation Berkeley, CA – April 2008 – June 2011**
&
Arts & Literacy in Children’s Education (ALICE) – www.alicearts.org Oakland, CA – March 2004 Present
Resident Artist/Consultant for arts education and enrichment programs teaching Congolese African dance, movement, drum, song, instrument, history, and culture to students K-12. Responsibilities include class instruction, event planning, program coordination, staff training, and curriculum design incorporating California State Open Court themes and Language arts. Service to multiple schools throughout the Bay Area including Manzanita SEED Elementary (Oak), Jefferson Elementary (Oak), Thornhill Elementary (Oak), Markham Elementary (Oak), Glenview Elementary (Oak), Charles Drew College Prep Academy (SF), Lincoln Elementary (Richmond), Grant Elementary (Richmond), Washington Elementary (Richmond), Wilson Elementary (Richmond), Sankofa Academy (Oak), EnCompass Academy, and MetWest High School (Oak).
- Developed arts curriculum integrating cultural dance/art forms with academic lessons and language arts utilizing the Visual and Performing Arts Standards for California Public Schools
 - Successfully served over 650 children through direct in-school/afterschool service
- PROGRAM DIRECTOR** **Community Development Institute - Leadership Training Academy (LTA) East Palo Alto, CA – December 1999 – October 2007**
Program Management of non-profit leadership development program geared towards personal and professional development of at-risk middle and high school youth and young adults. Responsible for all aspects of the development, design, implementation and management of year round, after school, and annual summer programs including event planning, strategic planning, curriculum development, budgeting/fiscal management, grant/resource development, community outreach, student recruitment, staff and volunteer supervision and training, marketing, qualitative and quantitative analysis and evaluation.
- Successfully revitalized youth program after a two-year lapse in services
 - Generated and managed over \$650K from private foundations and individual donors
 - Recruited/Served the highest number of students annually in program history, over 250
 - Organized/facilitated a community youth consortium of over 100 youth and civic service agencies
- BUSINESS MANAGER** **Ravenswood City School District - School of Wisdom & Knowledge East Palo Alto, CA – November 1999 – December 2001**
Business and financial management of K-8th grade charter school. Responsibilities include management and supervision of financial business activities, maintenance of school business accounts and special budget appropriations, preparation of financial reports, administration of staff payroll and operational costs, liaison between district business management office, accountant, and consultants.
- Analyzed/prioritized operational costs reducing annual budget by 25% to meet district requirements
 - Increase business efficiency with the redesign of budget reporting, filing systems, and structure
- HUMAN RESOURCE GENERALIST** **Stottler & Henke Associates, Inc (SHAI) San Mateo, CA – June 1999 – November 1999**
Human Resource general management of fast-paced artificial intelligence software resource development company. Responsibilities include management of recruitment, application, and interview process for domestic and international applicants; maintenance of confidential employee records; new hire and termination process; coordination of health and 401K benefits, enrollment, termination, and loan processes; maintenance of company e-mail account.

- Provided basis for restructuring company layout and recruitment process with a detailed employee turnover report analyzing and tracking employee satisfaction, morale, and reasons for stay and early resignations

EDUCATION

Bachelors in Business Administration (BBA) in Management, Howard University, Washington D.C., May 1999
Certificate of Completion, National Foundation for Teaching Entrepreneurs Training Program, San Francisco, CA, June 2001
Certificate of Completion, Start Up Entrepreneur Business Training Program, East Palo Alto, CA, April 2003
California Basic Education Skills Test (CBEST) – Credentialed October 2008

AFFILIATIONS

One East Palo Alto (OEPA) Neighborhood Improvement Initiative, Board Member, 2002-2004
East Palo Alto Ravenswood Community Health Clinic, Board Secretary, 2002-2007
East Palo Alto Youth Consortium, 2004-2007
Fua Dia Congo Congolese Dance Company, Oakland, Member/Arts Education Director, 1999-Present
Arts and Literacy in Education (ALICE), Oakland, Resident Artist-2004-Present, Board-2008-Present

REFERENCES:

Gladly upon request



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/14/2014

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

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

PRODUCER Khoe & Associates 328 15th St Oakland CA 94612 Phone: 510-465-3993 Fax: 510-580-9470	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED AYODELE KINCHEN 4750 APPIAN WAY #61 EL SOBRANTE, CA 94803	INSURER A:	HARTFORD
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		57SBMBG5582	05/14/2014	05/14/2015	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE OAKLAND UNIFIED SCHOOL DISTRICT IS NAMED AS AN ADDITIONAL INSURED WITH RESPECT TO CONTRACT FOR SERVICES(MANAGEMENT CONSULTANT)

10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM

CERTIFICATE HOLDER

CANCELLATION

THE OAKLAND UNIFIED SCHOOL DISTRICT
RISK MANAGEMENT DEPARTMENT
900 HIGH STREET
OAKLAND, CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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