

Board Office Use: Legislative File Info.	
File ID Number	15-0671
Introduction Date	5-13-15
Enactment Number	15-0608
Enactment Date	5/13/15



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent

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

Subject Professional Services Contract Amendment No. 1 -
Oakland Public Education Fund
228- United for Success Academy (site/department)

Action Requested Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and Oakland Public Education Fund. Services to be primarily provided to 228- United for Success Academy for the period of Nov. 9, 2014 through June 12, 2015.

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

Our school is moving towards a restorative approach to discipline. For this reason, we would like to hire Mr. Arnoldo Garcia as a consultant who can train staff, parents and students on what the process looks like. He has 5-10 years in community organizing and restorative approaches to preparing harm, in addition to many years as a classroom teacher. This combination of skills enables him to work with the site to establish systems, practices, and routines that can be sustained beyond time he is at our site.

Discussion
One paragraph summary of the amended scope of work.

Contractor will provide restorative justice services which include: train 100% of classroom teachers and support staff on restorative approaches to behaviors. Establish and create structures that need to be in place for this work to be sustainable. Train 20-25 parents on holding community and restorative circles and meet with them bimonthly. Train 20+ students on holding community and restorative circles on a weekly basis.

Recommendation Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and Oakland Public Education Fund. Services to be primarily provided to 228- United for Success Academy for the period of Nov. 9, 2014 through June 12, 2015.

Fiscal Impact Funding resource name (please spell out) Peer Restorative Justice
not to exceed \$73,000.00

Attachments

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

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OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students.

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and
Oakland Public Education Fund

(CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on March 9, 2015
and the parties agree to amend that Agreement as follows:

1. Services:	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> The scope of work has <u>changed</u> . If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <input checked="" type="checkbox"/> Revised scope of work attached. OR <input type="checkbox"/> The CONTRACTOR agrees to provide the following amended services:
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> . If the term has changed: The contract term is extended by an additional <u>62 days</u> (days/weeks/months), and the amended expiration date is <u>June 12, 2015</u> .
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> . If the compensation has changed: The contract price is amended by <input checked="" type="checkbox"/> Increase of \$ <u>30,000.00</u> to original contract amount <input type="checkbox"/> Decrease of \$ _____ to original contract amount and the new contract total is _____ dollars (\$ <u>73,000.00</u>)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

☒ There are no previous amendments to this Agreement. ☐ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education and/or the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

☒ President, Board of Education

☒ Superintendent

☒ Chief or Deputy Chief

Secretary, Board of Education

Date

Date

CONTRACTOR

Contractor Signature

Date

DAVID C. KORSACK, DIR OF FINANCE & ADM.
Print Name, Title

EXHIBIT "A" SCOPE OF WORK

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

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

Will train 100% of classroom teachers and support staff on restorative approaches to behaviors, establish and create structures that need to be in place for this work to be sustainable, train 20-25 parents on holding community and restorative circles and meet with them bimonthly, train 20+ students on holding community and restorative circles on weekly basis, hold restorative circles as needed at the site, develop the capacity of site personnel in holding restorative approaches, meet weekly with the school principal to assess work and review systems, communicate daily on circles completed , co-create advisory curriculum and be an active member of the climate and culture leadership team .

- 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.

Students will practice situational awareness, participants will be able to participate and lead circles/restorative justice practices, participants will take ownership of the school and their environment, students will develop empathy towards each other, 20% of the student body population can lead circle/restorative justice processes. Because of the services fewer students will receive serious discipline resulting in suspension. In addition, attendance will improve for all the students as the services provided through this contract will promote and increased a sense of safety and trust among students.

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

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

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

Please select:

- ☐ **Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: _____
- ☐ **Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
- Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 - Meeting announcement for meeting in which the CSSSP modification was approved.
 - Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 - Sign-in sheet for meeting in which the CSSSP modification was approved.

AMENDMENT ROUTING FORM 2014-2015

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1

OAKLAND UNIFIED
SCHOOL DISTRICT
5000 Shattuck Blvd., Oakland, CA 94612

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

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

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

- Attachment Checklist
- ☐ 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.)
 - ☐ Board approved copy of the original contract and any prior Amendments.

ruben.olivares@ousd.k12.ca.us

OAKLAND USD
MAR 13 2015

Contractor Name	Oakland Public Education Fund	Agency's Contact	David Korsak			
OUSD Vendor ID #	V053845	Title	Officer (Executive)			
Street Address	PO BOX 27148	City	Oakland	State	CA	Zip
Telephone	510-842-3461	Email (required)	david.oaklandschoolfoundation.org			

Original Contract Amount	\$ 43,000.00	Original PO #	P1503843	New Requisition #	R0153319
Amended Amount	\$ 30,000.00	Start Date	Nov. 9, 2014	End Date	June 12, 2015
New Total Contract Amount	\$ 73,000.00	Pay Rate Per Hour	\$ 50.00	# of Hours	600

Resource #	Resource Name	Org Key	Object Code	Amount
9121	Peer Restorative	9221231301	5825	\$ 30,000.00
			5825	
			5825	

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

1.	Administrator / Manager (Originator)		Name	Ruben Olivares	Phone	510-535-3880
	Site/Department (Name & #)		228- United for Success Academy	Fax	510-535-7139	
	Signature		<i>[Signature]</i>	Date Approved	3/13/15	
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Community Schools and Student Services					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)					
	Signature			Date Approved		
3.	Network Superintendent/Deputy Network Superintendent					
	Signature		<i>[Signature]</i>	Date Approved	4/1/15	
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input checked="" type="checkbox"/> Under <input type="checkbox"/> Over \$84,100					
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
5.	Signature		<i>[Signature]</i>	Date Approved		
Legal Required if not using standard contract		Approved		Denied - Reason		Date
Procurement	Date Received			PO Number		

Board Office Use: Legislative File Info.	
File ID Number	14-2/27
Introduction Date	11-19-14
Enactment Number	14-1919
Enactment Date	11-19-14 <i>ad</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by
Procurement)

11/19/14

Subject Professional Services Contract - Oakland Public Education Fund
- 228-United for Success Academy (site/department)

Action Requested Approval of professional services contract between Oakland Unified School District and Oakland Public Education Fund. Services to be primarily provided to 228-United for Success Academy for the period of October 9, 2014 through March 6, 2015.

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

Our school is moving towards a restorative approach to discipline. For this reason, we would like to hire Mr. Arnoldo Garcia as a consultant who can train staff, parents and students on what the process looks like. He has 5-10 years in community organizing and restorative approaches to preparing harm, in addition to many years as a classroom teacher. This combination of skills enables him to work with the site to establish systems, practices, and routines that can be sustained beyond time he is at our site.

Discussion
One paragraph summary of the scope of work.

Contractor will provide restorative justice services which include: train 100% of classroom teachers and support staff on restorative approaches to behaviors. Establish and create structures that need to be in place for this work to be sustainable. Train 20-25 parents on holding community and restorative circles and meet with them bimonthly. Train 20+ students on holding community and restorative circles on a weekly basis.

Recommendation Approval of professional services contract between Oakland Unified School District and Oakland Public Education Fund. Services to be primarily provided to 228-United for Success Academy for the period of October 9, 2014 through March 6, 2015.

Fiscal Impact Funding resource name (please spell out) UNREST - INSTR - 228
not to exceed 43,000.00

Attachments

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

Board Office Use: Legislative File Info.	
File ID Number	14-2127
Introduction Date	11-19-14
Enactment Number	14-1919
Enactment Date	11-19-14 <i>ES</i>



**OAKLAND UNIFIED
SCHOOL DISTRICT**

PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Oakland Public Education Fund

(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 October 9, 2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than March 6, 2015.

- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Forty-three thousand dollars
Dollars (43,000.00) [per fiscal year], at an hourly billing rate not to exceed 70.94 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: _____

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: _____, which shall not exceed a total cost of _____.

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:

OUSD Representative:

Name: Ruben Olivares

Site /Dept.: 228-United for Success Academy

Address: _____

Phone: 510-535-3880

Email: _____

CONTRACTOR:

Name: David Korsak

Title: Officer (Executive)

Address: PO BOX 27148

Oakland

CA

Phone: 510-842-3461

Email: david@oaklandschoolfoundation.org

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

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

9. **Insurance:**

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

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

Check one of the boxes below:

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

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

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

- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

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

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

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
 14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
 15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
 16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
 17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
 18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
 20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
 21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
 22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

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

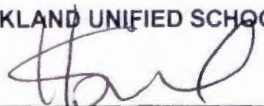
23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

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

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

24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
27. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
31. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT


☐ President, Board of Education

☒ Superintendent or Designee


 Secretary, Board of Education

CONTRACTOR


 Contractor Signature

David Korsak

Officer (Executive)

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

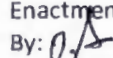
File ID Number: 14-2127
 Introduction Date: 11-19-14
 Enactment Number: 14-1919
 Enactment Date: 11/19/14
 By: 

EXHIBIT "A" SCOPE OF WORK

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

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

Will train 100% of classroom teachers and support staff on restorative approaches to behaviors, establish and create structures that need to be in place for this work to be sustainable, train 20-25 parents on holding community and restorative circles and meet with them bimonthly, train 20+ students on holding community and restorative circles on weekly basis, hold restorative circles as needed at the site, develop the capacity of site personnel in holding restorative approaches, meet weekly with the school principal to assess work and review systems, communicate daily on circles completed, co-create advisory curriculum and be an active member of the climate and culture leadership team.

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.

Students will practice situational awareness, participants will be able to participate and lead circles/restorative justice practices, participants will take ownership of the school and their environment, students will develop empathy towards each other, 20% of the student body population can lead circle/restorative justice processes. Because of the services fewer students will receive serious discipline resulting in suspension. In addition, attendance will improve for all the students as the services provided through this contract will promote and increase a sense of safety and trust among students.

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

- | | |
|--|--|
| <input type="checkbox"/> Ensure a high quality instructional core | <input 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 type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

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

Please select:

- ☐ **Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: _____
- ☐ **Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
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.

[View assistance for SAM.gov](#)

Search Results

Current Search Terms: oakland* public* education* fund*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/22/2014

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

AISI dba Pan American Insurance Agency, Inc.
CA License # 0F89850
2800 W March Lane, Ste 420
Stockton CA 95219

CONTACT NAME: Jane Blacow

PHONE (A/C No. Ext.): (209) 955-2600

FAX (A/C No.): (209) 474-0697

E-MAIL ADDRESS: jblacow@ascensionins.com

INSURED

The Oakland Public Education Fund
P O Box 27148

Oakland CA 94602

INSURER(S) AFFORDING COVERAGE NAIC #

INSURER A Nonprofits' Insurance Alliance 011845

INSURER B New York Marine and General

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2013-14A11 Revised

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		201316926NPO	9/15/2013	9/15/2014	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$ 20,000
A	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS			201316926NPO	9/15/2013	9/15/2014	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
A	UMBRELLA LIAB						
	EXCESS LIAB						
	<input type="checkbox"/> OCCUR						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE						BODILY INJURY (Per person) \$
	DED RETENTION \$			201316926UMB	12/17/2013	9/15/2014	BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						
	Y/N <input type="checkbox"/> N/A			WC201400004600	1/1/2014	1/1/2015	E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate holder is named as Additional Insurance as respect's insured's operations. THIS CERTIFICATE SUPERCEDES PREVIOUSLY ISSUED CERTIFICATES. CORRECTS ADDRESS OF CERTIFICATE HOLDER.

CERTIFICATE HOLDER

Oakland Unified School District
Attn: Risk Management
1000 Broadway, 3rd Floor
Oakland, CA 94601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Steve Martin/JANE

POLICY NUMBER: 201316926NPO
COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

**ADDITIONAL INSURED-DESIGNATED PERSON
OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Oakland Unified School District

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.



OAKLAND PUBLIC EDUCATION FUND

STATEMENT OF QUALIFICATIONS, 2014-15

ABOUT THE OAKLAND PUBLIC EDUCATION FUND

The **Oakland Public Education Fund (the Ed Fund)** is a registered 501(c)(3) non-profit founded in 2003 by Oakland principals and community leaders. To reflect its evolving, city-wide focus, in 2014 the organization changed its name from the Oakland Schools Foundation to the Oakland Public Education Fund.

MISSION AND VISION

The Ed Fund's mission is to lead the development and investment of community resources in Oakland public schools so that all students can learn, grow, and thrive.

OUR SERVICES

The Ed Fund offers the following services and support to Oakland public schools and other organizations:

Fiscal Sponsorship and Management

As a 501(c)(3), the Oakland Public Education fund provides fiscal sponsorship for grants, donations, and in-kind contributions. We help our partner schools and organizations remain accountable to their supporters through rigorous budget management and consistent donor follow-up supported by thank-you letters and mailing list management. We also offer accounts payable and receivable as part of our Fiscal Sponsorship and Management services.

Human Resource Management

As a fiscal sponsor for our partners, OSF provides contractor and employee administration services for programs funded by grants and donations.

Resource Development

California currently spends close to \$3,000 less per student than the national average. The resource and opportunity gaps in public education require that we look for resources beyond public funding to support our students. To this end, the Ed FUnd offers grant writing, donor cultivation, and partnership

development services to help our partners generate resources that support the development and sustainability of programs critical to student learning and success.

Communications and Outreach

In order to boost student enrollment, community and family engagement, and resource development it is important that we share what is happening in our schools and across OUSD. The Ed Fund provides partners and the District with communications and outreach services that include branding, website development, social media management, storytelling, mailings, photography, and the development of communications materials such as newsletters and brochures.

RESULTS AND IMPACT

The Oakland Public Education Fund has helped schools raise more than **\$25 million** for essential programs since 2003, supporting schools and OUSD to build new partnerships along the way. Through our communications work, we've consistently championed Oakland schools to shift the narrative about public education in Oakland.

The organization fiscally sponsors roughly 40 Oakland public schools, and as it widens its scope as the Ed Fund, has begun fiscally sponsoring District efforts such as the African American Male Achievement Initiative (AAMA).

In its role as the education fund for Oakland, the Ed Fund works closely with OUSD to support District-wide fundraising, partnership building, and championing of Oakland public schools. Here are a few recent examples:

- Its first annual School Supply Drive in Fall 2013 raised \$35,000 in supplies for more than 20 Oakland schools in need.
- The Ed Fund partnered with OUSD to create brochures for all 20 Oakland public middle schools, supporting the District's effort to boost enrollment at the middle-school level.
- The Ed Fund hosted its inaugural Thank an Oakland Teacher Night in May 2014, honoring close to 200 teachers from schools across Oakland.

STATEMENT OF FINANCIAL POSITION

You can find the Ed Fund's most recent financial documents here:
<http://www.oaklandedfund.org/about/financial-documents>

OAKLAND PUBLIC EDUCATION FUND STAFF

Brian Stanley, Executive Director
David Korsak, Director of Finance & Administration
Benj Vardigan, Director of Communications
Helen Vance, Staff Account

OAKLAND PUBLIC EDUCATION FUND BOARD OF DIRECTORS

Robert Spencer, President
Sedrick Tydus, Treasurer
Lillian Cordova-Lopez, Secretary
Samir Bolar, Member-at-Large
Rhonnell Sotelo, Member-at-Large
Elnora Webb, Member-at-Large

FOR MORE INFORMATION ABOUT THE ED FUND, PLEASE CONTACT:

Brian Stanley, Executive Director
Oakland Public Education Fund
brian@oaklandedfund.org
(510) 221.6968 x700
www.oaklandedfund.org

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Certification)
- 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

- ☐ For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- ☐ For individual consultants: Proof of negative tuberculosis status within past 4 years.
- ☐ For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)
- ☐ For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
- ☐ For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
- ☐ 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) Ruben.Olivares@ousd.k12.ca.us

Contractor Information

Contractor Name	Oakland Public Education Fund	Agency's Contact	David Korsak
OUSD Vendor ID #	V053845	Title	Officer (Executive)
Street Address	PO BOX 27148	City	Oakland
Telephone	510-842-3461	State	CA
		Zip	
Email (required)	david@oaklandschoolfoundation.org		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	October 9, 2014	Date work will end	March 6, 2015	Other Expenses	
Pay Rate Per Hour (required)	70.94	Number of Hours (required)	606		

Budget Information

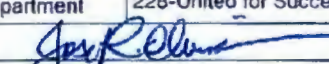
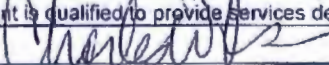
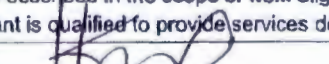
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
0000	JNREST-INSTR-221	2281110101	5825	43,000.00
			5825	
			5825	
Requisition No. (required)	RO151344	Total Contract Amount	43,000.00	

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Ruben Olivares	Phone	510-535-3880
	Site / Department	228-United for Success Academy	Fax	510-535-7139	
	Signature			Date Approved	9/11/14
2.	Resource Manager, 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	
3.	Network Superintendent/Deputy Network Superintendent				
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature			Date Approved	9/11/14
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$84,100				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature			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		