Board Office Use: Legislative File Info.								
File ID Number	16-0682							
Introduction Date	41316							
Enactment Number	16-0484							
Enactment Date	4-13-161							



Memo	
То	Board of Education
From	Antwan Wilson, Superintendent
Board Meeting Date (To be completed by Procurement)	4-13-16
Subject	Professional Services Contract Amendment No. 2
	Peter Mummert
	Office of Accountability Partners (site/department)
Action Requested	Ratification by the Board of Education of Amendment No. 2 to the Professional Services Contract between Oakland Unified School District and <u>Peter Mummert</u> . Services to be primarily provided to <u>Office of Accountability Partners</u> for the period of <u>01-04-16</u> through <u>06-30-2016</u> .
Background A one paragraph explanation of why an amendment is needed.	A variety of data reporting is submitted to the CDE as requirement to receive categorical program funding. Data analysis is essential to drive categorical program improvement throughout the district. In addition, the consultant's services will include both internal and external data reporting to support these efforts.
Discussion One paragraph summary of the amended scope of work.	Peter Mummert will work with the Office of Accountability Partners to develop and maintain tools to track, monitor, analyze and report data. Peter will summarize public & non-public schools and central sites to better inform decision making related to both internal and external departmental processes and procedures. Peter will collect and input data for public & non-public schools as part of the preparation for a multitude of reporting requirements. Peter will develop macros, spreadsheets and presentation documents as requested by the Office of Accountability Partners Director and Coordinators for individual projects to include budget development, program improvement, school accountability report card and private school management.
Recommendation	Ratification by the Board of Education of Amendment No. 2 to the Professional Services Contract between Oakland Unified School District and <u>Peter Mumment</u> . Services to be primarily provided to <u>Office of Accountability Partners</u> for the period of <u>01-04-16</u> through <u>06-30-2016</u> .
Fiscal Impact	Funding resource name (please spell out) Title IA not to exceed \$ 10,000.00
Attachments	 Contract Amendment Copy of original contract and any prior amendments



CONTRACT JUSTIFICATION FORM This Form Shall Be Submitted to the Board Office With Every Consent Agenda Contract.

Legislative File ID No. 16-0682
Department: Office of Accountability Partners
Vendor Name: Peter Mummert
Contract Term: Start Date: January 4, 2016 End Date: June 30, 2016
Annual Cost: \$ 61,676.97
Approved by: Susana Ramirez, Office of Accountability Partners
Is Vendor a local Oakland business? Yes No 🗸
Why was this Vendor selected?
A variety of data reporting is submitted to the CDE as requirement to receive categorical program funding. Data analysis is essential to drive categorical program improvement throughout the district. In addition, the consultant's services will include both internal and external data reporting to support these efforts.
Summarize the services this Vendor will be providing. Maintain tools to track, monitor, analyze and report data. Summarize public and non-public schools and central sites to better inform decision making.
Preparation for a multitude of reporting requirements. Developing macros, spreadsheets and presentation documents as requested by the Office of Accountability Partners Director and Coordinators.
Was this contract competitively bid? Yes 🖌 No
If No, answer the following:
1) How did you determine the price is competitive?
N/A

2)	Pleas	se check the competitive bid exception relied upon:
		Educational Materials
		Special Services contracts for financial, economic, accounting, legal or administrative services
		CUPCCAA exception (Uniform Public Construction Cost Accounting Act)
		Professional Service Agreements of less than \$87,800 (increases a small amount on January 1 of each year)
		Construction related Professional Services such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
		Energy conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
		Emergency contracts [requires Board resolution declaring an emergency]
		Technology contracts
		electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
		contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
		Western States Contracting Alliance Contracts (WSCA)
		California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
		Piggyback" Contracts with other governmental entities
		Perishable Food
		Sole Source
		Change Order for Material and Supplies if the cost agreed upon in writing does not exceed ten percent of the original contract price
	1	

Other, please provide specific exception

Board Office Use: Leg	gislative File Info.
File ID Number	16-0682
Introduction Date	41310
Enactment Number	16-0484
Enactment Date	4-13-164
	1.10104



AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT

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

Peter Mummert

(CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 01-04-16 and the parties agree to amend that Agreement as follows:

	expected final results, such as services, r											
	Revised scope of work attached. OR		If the scope of work has changed: Provide brief description of revised scope of work including measurable description o expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.									
		Revised scope of work attached. OR I The CONTRACTOR agrees to provide the following amended services:										
-												
2.	Terms (duration): I The term of the contr		_	of the contract has <u>changed</u> .								
	If the term has changed: The contr and the amended expiration date is <u>C</u>		n additional	(days/weeks/months),								
3.	Compensation: The contract price is	unchanged.	The contra	act price has <u>changed</u> .								
	If the compensation has changed:	The contract price is ame	ended by									
	Increase of \$ 10,000.00	to original contract	amount									
	Decrease of \$											
	and the new contract total is			dollars (\$ \$7,676.97)								

- 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. Im This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	2/16/2016	To provide a variety of data reporting to be submitted to the CDE	\$ 20,000.00
			\$
			\$

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

3-23

Date

Date R0164010

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education

Superintendent Chief or Deputy Chief Secretary, Board of Education

Rev. 7/17/15

Req. No.

CONTRACTOR

Contractor Signature

Date

MUMMERT, CONSULTANT Print Name Title

P.O. No. P1601862

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 <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

 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 Name: Peter Mummert Office of Accountability Partners Special Programs Division

Nature of Work:

Consultant will work with the Office of Accountability Partners to develop and maintain tools to track, monitor, analyze and report data. Consultant will summarize public and non-public schools, and central sites to better inform decision making related to both internal and external departmental processes and procedures. Consultant will collect and input data for public & non-public schools as part of the presentation for a multitude or reporting requirements. Consultant will develop macros, spreadsheets and presentation documents as requested by the Office of Accountability Partners Director and Coordinators for individual projects to include budget development, program improvement, school accountability report card and private schools management.

Consultant will provide 142.86 hours of service at a rate of \$70.00 per hour for a total not to exceed \$61,676.97.

Amendment to Professional Services Contract

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

The expected outcome is to ensure that all OUSD children have a fair, equal, and significant opportunity to obtain a high-quality education and reach minimum proficiency.

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

- Ensure a high quality instructional core
- Develop social, emotional and physical health
- Create equitable opportunities for learning
- High quality and effective instruction

Prepare students for success in college and careers

- Safe, healthy and supportive schools
- Accountable for quality
- Full service community district
- 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.
 - a. 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.
 - b. Meeting announcement for meeting in which the CSSSP modification was approved.
 - c. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 - d. Sign-in sheet for meeting in which the CSSSP modification was approved.

AMENDMENT ROUTING FORM 2015-2016 PROFESSIONAL SERVICES CONTRACT AMENDMENT NO. 2



OAKLAND UNIFIED SCHOOL DISTRICT sity Schools, Theying Shulants

Di				

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 Contract amendment packet including Board Memo and Amendment Form Checklist

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.

OUSD Staff Contact Emails about this contract should be sent to: (required) susana.ramirez@ousd.org

		Contractor Inform	ation					
Contractor Name	Peter Mummert	Agency Contac		Peter Mu	mmert			
OUSD Vendor ID #	1002056	Title		Consultar	nt			
Street Address	64 Marietta Drive	City	San Fra	ancisco	State	CA	Zip	94127
Telephone	510-207-2919	Email (required)	pe	temummer	t@gmail.c	om		

Compensation and Terms – Must be within the OUSD Billing Guidelines								
Original Contract Amount	\$ 51,676.97	Original PO #	P1601862	New Requisition #	R0164010			
Amended Amount	\$ 10,000.00	Start Date	01-04-16	End Date	06-30-2016			
New Total Contract Amount	\$ 61,676.97	Pay Rate Per Hour	\$ 70.00	# of Hours	142.86			

If you are	planning to multi-fund a contract	Budget Information using LEP funds, please contact the Sta	te and Federal Office <u>before</u>	completing requisition.
Resource #	Resource Name	Org Key	Object Code	Amount
3010	TitleIA	9504850201	5825	\$ 10,000.00
			5825	
			5825	

Approval and Routing (in order of approval steps)

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

	Administra	ator / Manager (Originator)	Name Susana Ram	lirez	Phone	510-879-1046
1.	Site/Depart	ment (Name &#) Office of Accou</td><td>ntapility Partners</td><td></td><td>Fax</td><td>510-879-8947</td></tr><tr><td></td><td colspan=4>Signature</td><td>ate Approved</td><td>3/23/16</td></tr><tr><td></td><td>Resource</td><td></td><td></td><td>uality, Community, Schoo</td><td>Development</td><td>Community Schools & Student Services Dept.</td></tr><tr><td colspan=5>Scope of work indicates compliant use of restricted resource and is in alignment with</td><td>school site pl</td><td>an (CSSSP)</td></tr><tr><td>2.</td><td colspan=3>Signature</td><td>Da</td><td>ate Approved</td><td></td></tr><tr><td></td><td colspan=4>Signature (if using multiple restricted resources)</td><td>ate Approved</td><td></td></tr><tr><td>2</td><td>Network S</td><td colspan=7>Network Superintendent/Deputy Network Superintendent</td></tr><tr><td>3.</td><td colspan=3>Signature</td><td>Da</td><td colspan=4>Date Approved</td></tr><tr><td></td><td>Chiefs / De</td><td>eputy Chiefs Consultant Aggreg</td><td>ate EUnder Over \$84,</td><td>100</td><td></td><td></td></tr><tr><td>4.</td><td colspan=6> Services described in the scope of work align with needs of department or school site Consultant is gualified to provide services described in the scope of work </td></tr><tr><td></td><td colspan=3>Signature Kingh Status ton</td><td>Da</td><td colspan=3>Date Approved 3-23-16</td></tr><tr><td>5.</td><td colspan=7>5. Superintendent, Board of Education Signature on the legal contract</td></tr><tr><td>Lega</td><td colspan=3>Legal Required if not using standard contract Approved</td><td>Denied - Reason</td><td></td><td>Date</td></tr><tr><td>Proc</td><td colspan=3>Procurement Date Received</td><td>PO Num</td><td>ber</td><td></td></tr></tbody></table>				

Board Office Use: Le	gislative File Info.
File ID Number	16-0146
Introduction Date	2-10-16
Enactment Number	16-0225
Enactment Date	2-10-1602



OAKLAND UNIFIED SCHOOL DISTRICT Community Schools, Thriving Students

V

Memo	
То	Board of Education
From	Antwan Wilson, Superintendent
Board Meeting Date (To be completed by Procurement)	2-10-16
Subject	Professional Services Contract Amendment No1
	Peter Mummert
	Office of Accountability Partners 950 (site/department
Action Requested	Ratification by the Board of Education of Amendment No1_ to the Professional Services Contract between Oakland Unified School District and <u>Peter Mummert</u> . Services to be primarily provided to <u>Office of Accountability Partners 950</u> for the period of <u>01-04=15</u> through <u>06-30-16</u> .
Background A one paragraph explanation of why an amendment is needed.	A variety of data reporting is submitted to the California Department of Education as a requirement to receive categorical program funding. Data analysis is essential to drive categorical program improvement throughou the district. In addition, the consultant's services will include both internal and external data reporting to support these efforts.
Discussion One paragraph summary of the amended scope of work.	Peter Mummert will work with the Office of Accountability Partners to develop and maintain tools to track, monitor, analyze and report data. Peter will summarize public & non-public schools and central sites to better inform decision making related to both internal and external departmental processes and procedures. Peter will collect and input data for public & non-public schools as part of the preparation for a multitude of reporting requirements. Peter will develop macros, spreadsheets and presentation documents as requested by the Office of Accountability Partners Director and Coordinators for individual projects to include budget development, program improvement, school accountability report card and private school management.
Recommendation	Ratification by the Board of Education of Amendment No1_ to the Professional Services Contract between Oakland Unified School District and <u>Peter Mummert</u> Services to be primarily provided to <u>Office of Accountability Partners 950</u> for the period of <u>01-04-16</u> cf. through <u>06-30-16</u> .
Fiscal Impact	Funding resource name (please spell out)
Attachments	Contract AmendmentCopy of original contract and any prior amendments



CONTRACT JUSTIFICATION FORM This Form Shall Be Submitted to the Board Office With Every Consent Agenda Contract.

Legislative File ID No. 16-0196 Accountabili Department: Vendor Name: Contract Term: Start Date: 0+141 End Date: 16 Annual Cost: \$ 71,676.97 Approved by: SUSAna Ramirez, office of Accountability Portners Director Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

A variety of Data reporting is submitted to the CDE as requirement to receive categorical program funding. Data analysis is essential to drive categorical program in provement throughout the district. In addition, the consultant is services will include both internal and external cata reporting to support these efforts.

Summarize the services this Vendor will be providing.

Maintain tools to track, monitor, analyze and report data. Summarre public & Non-public schools and central sites to better more deasim making Preparation for a multitude of reporting requirements. Devoluping Macros, spread sheets and presentation documents as requested by the office of Accountability Portners Director and Coordinators.

Was this contract competitively bid? Yes

No

If No, answer the following:

NIA

1) How did you determine the price is competitive?

NIA

2) Please check the competitive bid exception relied upon:

rease check the competitive bid exception relied upon.
Educational Materials
Special Services contracts for financial, economic, accounting, legal or administrative services
CUPCCAA exception (Uniform Public Construction Cost Accounting Act)
Professional Service Agreements of less than \$86,000 (increases a small amount on January 1 of each year)
Construction related Professional Services such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
Energy conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
Emergency contracts
Technology contracts
electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
Western States Contracting Alliance Contracts (WSCA)
California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
Piggyback" Contracts with other governmental entities
Perishable Food
Sole Source
Change Order for Material and Supplies if the cost agreed upon in writing does not exceed ten percent of the original contract price
Other, please provide specific exception

Board Office Use: Le	gislative File Info.
File ID Number	16-0196
Introduction Date	2-10-16
Enactment Number	16-0225,1
Enactment Date	2-10-1611



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

Peter Mummert

(CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 01-04-16 and the parties agree to amend that Agreement as follows:

1.		scope of work has	scope of work is <u>unchanged</u> . changed: Provide brief descriptio h as services, materials, products, an		ncluding measurable description of
	• <u>Rev</u>	vised scope of work	attached. OR 🔲 The CONTRACT	OR agrees to provide the follo	owing amended services:
2.	Terms (du	uration): 🗖 The te	erm of the contract is unchanged.	The term of the cor	ntract has changed.
	If the	term has change	d: The contract term is extende ation date is 06-30-16		
3.		compensation h	ontract price is <u>unchanged</u> . as changed: The contract price \$20,000.00 to original co f \$to original co tal is <u>Seventy One Thousand, Six H</u>	ntract amount	
4. 5.	full force an	ent History:	I other provisions of the Agreement, y stated. amendments to this Agreemerit.		
	No.	Date	General Description of R	eason 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

Date

R0163002

Contractor Signature

1/14/16 Date

Superintendent Chief or Deputy Chief Secretary, Board of Education Date

Req. No.

Rev. 7/17/15

CONTRACTOR

Mummert, Consultant Title Peter Print Name, Title

P.O. No. P1601862

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 <u>WITHOUT</u> 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.

Please see attached Scope of Work.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

The expected outcome is to ensure that all OUSD children have a fair, equal, and significant opportunity to obtain a high-quality education and reach minimum proficiency.

3.		als 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
		COROOFS

- Develop social, emotional and physical health
- Create equitable opportunities for learning
- High quality and effective instruction

- careers
- Safe, healthy and supportive schools
- Accountable for quality
- 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.
 - a. 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.
 - b. Meeting announcement for meeting in which the CSSSP modification was approved.
 - c. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 - d. Sign-in sheet for meeting in which the CSSSP modification was approved.

Scope of Work 2015-2016

Contractor Name: Peter Mummert Office of Accountability Partners Special Programs Division

Nature of Work:

Consultant will work with the Office of Accountability Partners to develop and maintain tools to track, monitor, analyze and report data. Consultant will summarize public & non-public schools, and central sites to better inform decision making related to both internal and external departmental processes and procedures. Consultant will collect and input data for public & non-public schools as part of the preparation for a multitude or reporting requirements. Consultant will develop macros, spreadsheets and presentation documents as requested by the Office of Accountability Partners Director and Coordinators for individual projects to include budget development, program improvement, school accountability report card and private school management.

Consultant will provide 285.71 hours of service at a rate of \$70.00 per hour for a total not to exceed \$71,676.97.

Checklist

AMENDMENT ROUTING FORM 2015-2016 PROFESSIONAL SERVICES CONTRACT AMENDMENT NO. 1



OAKLAND UNIFIED SCHOOL DISTRICT Community Schools, Thriving Studies

Directions

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 Discret 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.

OUSD Staff Contact Emails about this contract should be sent to: (required)

		Contractor Inform	ation					
Contractor Name	Peter Mummert	Agency Contac		Peter Mu	mmert			
OUSD Vendor ID #	1002056	Title		Consultar	nt			
Street Address	64 Marietta Drive	City	San Fr	ancisco	State	CA	Zip	94118
Telephone	510-207-2919	Email (required)	pe	etemummer	t@gmail.c	om		

Compensation and Terms – Must be within the OUSD Billing Guidelines						
Original Contract Amount	\$ 51,676.97	Original PO #	P1601862	New Requisition #	R0163002	
Amended Amount	\$ 20,000.00	Start Date	01-04-16	End Date	06-30-16	
New Total Contract Amount	\$ 71,676.97	Pay Rate Per Hour	\$ 70.00	# of Hours	285.71	

Resource #	Resource Name	Org Key	1927	0	bject Code	Amount
3010	Title IA	9504850201			5825	\$ 20,000.00
					5825	
					5825	
		Approval and Routing (in order	ofapprov	al steps)		
litional services			1000 1000		he Purchase	Order amount has been
eased by Procu	above original contract can	not be provided before the amendment Name Susana Ramirez	1000 1000	roved and t	he Purchase 510-879-10	
Administrat	above original contract can rrement. or / Manager (Originator)	not be provided before the amendment	1000 1000	roved and t		46
Administrat	above original contract can rrement. or / Manager (Originator)	not be provided before the amendment Name Susana Ramirez	is fully appr	roved and t Phone	510-879-10	46
eased by Procu Administrat Site/Departm Signature	above original contract can urement. or / Manager (Originator) nent (Name &#) Office of Ac</td><td>not be provided before the amendment Name Susana Ramirez</td><td>is fully app</td><td>Phone Fax Approved</td><td>510-879-10 510-879-89</td><td>46 147</td></tr><tr><td>Administrat Site/Departm Signature Resource M</td><td>above original contract can urement. or / Manager (Originator) nent (Name &#) Office of Ac lanager, if using funds manager</td><td>not be provided before the amendment Name Susana Ramirez countability Partners 950</td><td>is fully app Date</td><td>Phone Fax Approved</td><td>510-879-10 510-879-89</td><td>46 147</td></tr><tr><td>Administrat</td><td>above original contract can urement. or / Manager (Originator) nent (Name &#) Office of Ac lanager, if using funds manager</td><td>Name Susana Ramirez countability Partners 950 ed by: State and Federal Quality, Commu</td><td>Date</td><td>Phone Fax Approved</td><td>510-879-10 510-879-89</td><td>46 147</td></tr></tbody></table>					

3.	Signature			Date App	roved			
	Chiefs / D	eputy Chiefs Consultant Aggre	gate Ounder Over \$84,	100			16	
4.	Consult	Services described in the scope of work align with needs of department or school site Consultant is qualified to provide services described in the scope of work						
-	Signature	min have the	Date App	roved [-	15-14			
5.	Superinte	ndent, Board of Education Sig	nature on the legal contr	act				
Lega	Required	if not using standard contract	Approved	Denied - Reason		Date		
Proce	urement	Date Received		PO Number				

THIS FORM IS NOT A CONTRACT

Board Office Use: Legislative File Info.				
File ID Number:	15-1924			
Introduction Date:	10/14/2015			
Enactment Number:	15-1544			
Enactment Date:	10/14/2015			



Memo

То:	Board of Education
From:	Antwan Wilson, Superintendent
Board Meeting Date:	10/14/2015
Subject:	Professional Service Contract
Contractor:	Peter Mummert of San Francisco, CA
Services for:	950-STATE & FEDERAL PROGRAMS

Board Action Requested and Recommendation: Peter Mummert, San Francisco, CA, for the latter to provide: Scope of Work 2015 - 2016

Contractor Name: Peter Mummert	
Office of Accountability Partners - Site 9	950

A variety of data reporting is submitted to the California Department of Education as a requirement to receive Background: categorical program funding. Data analysis is essential to drive categorical program improvement throughout the (A one paragraph district. In addition, the consultant's services will include both internal and external data reporting to support these explanation of why efforts. the consultant's services are needed.) Scope of Work 2015 - 2016 Discussion: (QUANTIFY what is being purchased.) Contractor Name: Peter Mummert Office of Accountability Partners - Site 950 Special Programs Division Nature of Work: Consultant will work with the Office of Accountability Partners to develop and maintain tools to track, monitor, analyze and report data. Consultant will summarize public & non-public schools and central sites to better inform decision making related to both internal and external departmental processes and procedures. Consultant will collect and input data for public & non-public schools as part of the preparation for a multitude of reporting requirements. Consultant will develop macros, spreadsheets and presentation documents as requested by Office of Accountability Partners, Director and Coordinators for individual projects to include budget development, program improvement and private school management.

Board Office Use: Leg	islative File Info.
File ID Number:	15-1924
Introduction Date:	10/14/2015
Enactment Number:	15-1544
Enactment Date:	10/14/2015



Fiscal Impact: Funding Resource name(s) (detailed below) not to exceed \$51,660.00.

\$6,676.97	TITLE III LEP STUDENT PROGRAM
\$10,000.00	TITLE 2-A TEACHER QUALITY
\$35,000.00	IASA-I BASIC GRANTS LOW INCOME

Attachments: Professional Services Contract including Scope of Work

Board Office Use: Leg	islative File Info.	
File ID Number	15-1924	
Introduction Date	10/14/2015	
Enactment Number	15-1544	
Enactment Date	10/14/2015	

This Agreement is entered into between



PROFESSIONAL SERVICES CONTRACT 2015-2016

Peter Mummert of San Francisco, CA

(CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- 1. Services: CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
- Terms: CONTRACTOR shall commence work on ______07/15/2015___, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below ______\$86,000.00____ in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$86,000.00____, whichever is later. The work shall be completed no later than 06/30/2016

Dollars (______\$51,660.00____) [per fiscal year], at an hourly billing rate not to exceed ______\$70.00____ 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.

N/A

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

4. Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this

Agreement except:	N/A
which shall not exceed a total cost of	\$0.00

5. CONTRACTOR Qualifications / Performance of Services:

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

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

- 6. Invoicing: Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- 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:

Requisition No. R0160641

P.O. No. P1601862

CONTRACTOR:
Name: Peter Mummert
Title: Owner
Address: 64 Marietta Drive
San Francisco, CA 94127
Phone: 510-207-2919
Email: petemummert@gmail.com

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.
- E 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.

- 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.
- 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

Ruth Makydon

President, Board of Education

Superintendent or Designee

Secretary, Board of Education

CONTRACTOR

Peter Mummert

Contractor Signature

Peter Mummert, Owner

Print Name, Title

Form approved by OUSD General Counsel for 2015-16 FY

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.

Scope of Work 2015 - 2016

Contractor Name: Peter Mummert Office of Accountability Partners – Site 950 Special Programs Division

Nature of Work:

Consultant will work with the Office of Accountability Partners to develop and maintain tools to track, monitor, analyze and report data. Consultant will summarize public & non-public schools and central sites to better inform decision making related to both internal and external departmental processes and procedures. Consultant will collect and input data for public & non-public schools as part of the preparation for a multitude of reporting requirements. Consultant will develop macros, spreadsheets and presentation documents as requested by Office of Accountability Partners, Director and Coordinators for individual projects to include budget development, program improvement and private school management.

Consultant will provide 738.25 hours of service at a rate of \$70.00 per hour for a total not to exceed \$51,676.97

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 the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

The expected outcome is to ensure that all OUSD children have a fair, equal, and significant opportunity to obtain a high-quality education and reach minimum, proficiency.

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

- Ensure a high quality instructional core
- Develop social, emotional and physical health
- Create equitable opportunities for learning
- High quality and effective instruction

- Prepare students for success in college and careers
- Safe, healthy and supportive schools
- Accountable for quality
- Full service community district
- Alignment with Community School Strategic Site Plan ~ CSSSF' (required if using) State or Federal Funds): Please select:
 - Action Item included in Board Approved CSSSP (no additional documentation required) Item Number(s):

Central - No CSSSP

Central - No CSSSP

Central - No CSSSP

Action Item added as modification to Board Approved CSSSiP – Submit the following documents to the Resource Manager either electronically via email of scanned documents, tax 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.