Board Office Use: **Legislative File Info.**	
File ID Number	19-2553
Introduction Date	01/08/2020
Enactment Number	20-0047
Enactment Date	01/08/2020

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
SONDRA AGUILERA

Board Meeting Date 01/08/2020

Subject Amendment No. 1 to Professional Services Contract
Contractor: 4FamilyBarbque Culture Builder
Services For: Futures Elementary School

Action Requested and Recommendation Ratification by the Board of Education of Amendment No. 1 of a Professional Services Contract between the District and 4FamilyBarbque Culture Builder, Oakland, CA, for the latter to provide: contractor will support an additional 3 days per week for a total of 5 days as contractor will be working closely with the Lockwood PBIS team and RJ coordinators to build systems and structures across both school campuses to support positive student behavior in the classroom, hallways, cafeteria, and playground to ensure student success and increase academic achievement for the period of September 02, 2019 through June 30, 2020 in the additional amount of $50,000.00 increasing the Contract from $10,000.00 to an amount not to exceed $60,000.00. All other terms and conditions of the Agreement remain in full force and effect.

Prior Contract The Professional Services Contract was previously approved by the Board on 10/10/2019 (Enactment No. 19-1512).

Modification The amendment modifies the scope of work and compensation.
All other provisions remain the same.

Competitively Bid Was this contract competitively bid? No
If no, list exception: Agreement under Superintendent Threshold ($92,600.00)

Fiscal Impact Funding Resource name(s) (detailed below) not to exceed: $60,000.00.

Funding Resource(s) $50,000.00 School Improvement Grant Sig

Attachments
- Contract Amendment
- Copy of original contract and all prior amendments (if any)

Board Office Use: **Legislative File Info.**	
File ID Number	19-2553
Introduction Date	01/08/2020
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Amendment No. 1 to the Professional Services Contract

This Amendment amends the Professional Services Contract between Oakland Unified School District (OUSD) and 4FamilyBarbque Culture Builder of Oakland, CA (Contractor) entered into on 10/10/2019 (OUSD Enactment No. 19-1512). The parties agree to amend that Agreement as follows:

1. **Services:** ☐ The scope of work is unchanged. ☒ The scope of work has changed.

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.

☐ Revised scope of work attached. **OR** ☒ CONTRACTOR agrees to provide the following amended services:

Contractor will support an additional 3 days per week for a total of 5 days as contractor will be working closely with the Lockwood PBIS team and RJ coordinators to build systems and structures across both school campuses to support positive student behavior in the classroom, hallways, cafeteria, and playground to ensure student success and increase academic achievement.

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

If the term has changed: The contract term began on _____ and expires on _____. The parties agree to extend the contract through _____.

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

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

☒ Increase of $ 50,000.00 to original contract amount.

☐ Decrease of $_____ to original contract amount.

The new contract total is:

Sixty Thousand Dollars and 00/100 Dollars ($60,000.00)

PO No. : PO20-02529

Req No. : VR20-04266

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. **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/).
6. **Approval:** Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Amendment shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

ure file not configured for thi _____ _____

☐ President, Board of Education — Date

☐ Superintendent

☒ Chief or Deputy Chief

_____ 01/10/2020

Secretary, Board of Education — Date

CONTRACTOR

Samuel Fletcher 11/20/2019

Contractor Signature — Date

Samuel Fletcher, Owner

Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

FOR OUSD PURPOSES ONLY – The following information is not part of the Contract.

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

Please select:

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

☐ **Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

a. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
b. Meeting announcement for meeting in which the SPSA modification was approved.
c. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
d. Sign-in sheet for meeting in which the SPSA modification was approved.

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.

Contractor will support an additional 3 days per week for a total of 5 days as contractor will be working closely with the Lockwood PBIS team and RJ coordinators to build systems and structures across both school campuses to support positive student behavior in the classroom, hallways, cafeteria, and playground to ensure student success and increase academic achievement.

Board Office Use: **Legislative File Info.**	
File ID Number	19-1923
Introduction Date	10/10/2019
Enactment Number	19-1512
Enactment Date	10/10/2019

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date 10/10/2019

Subject Professional Service Contract

Contractor: 4FamilyBarbque Culture Builder of Oakland, CA

Services for: 123-Futures Elementary School

Action Requested and Recommendation Ratification by the Board of Education of a Professional Services Contract between the District and 4FamilyBarbque Culture Builder, Oakland, CA, for the latter to provide: consultant will be working closely with the Lockwood PBIS team and RJ coordinators to build systems and structures across both school campuses to support positive student behavior in the classroom, hallways, cafeteria, and playground to ensure student success and increase academic achievement for the period of 09/02/2019 through 06/30/2020 in an amount not to exceed $10,000.00.

Background *(Why do we need these services. Why have you selected this vendor?)* To ensure student success and increase academic achievement.

Competitively Bid Was this contract competitively bid? ____ Yes ___X___ No

If No, List Bid Exception: Professional Services Agreement under $90.2K

Fiscal Impact Funding Resource name(s) (detailed below) not to exceed $10,000.00.

Resource Name(s) $10,000.00 School Improvement Grant Sig

Attachments: Professional Services Contract including Scope of Work

Board Office Use: **Legislative File Info.**	
File ID Number	19-1923
Introduction Date	10/10/2019
Enactment Number	19-1512
Enactment Date	10/10/2019

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2019-2020

This Agreement is entered into between 4FamilyBarbque Culture Builder (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 ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms**: The term of this Agreement shall be from 09/02/2019 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below $92,600.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed $92,600.00, whichever is later) to 06/30/2020. The work shall be completed no later than 06/30/2020.
3. **Compensation**: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Ten Thousand Dollars and 00/100 Dollars ($10,000.00) [per fiscal year], at an hourly billing rate not to exceed N/A 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: N/A.

   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 OUSD 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.
5. **CONTRACTOR Qualifications / Performance of Services**:
   1. **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.
   2. **Standard of Care**: CONTRACTOR represents 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 and in accordance with applicable law, code, rule, regulation, and/or ordinance.
      i. CONTRACTOR shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

ii. CONTRACTOR shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that CONTRACTOR or its employees may discover. CONTRACTOR shall use professional efforts in identifying any errors, inconsistencies, or omissions.

3. **District Approval.** The work completed herein must meet the approval of OUSD and shall be subject to OUSD's general right of inspection and supervision to secure the satisfactory completion thereof.

6. **Certificates/Permits/Licenses/Registration**: CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.

7. **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.

8. **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: ELIZABETH HENRY
Site /Dept.: 123-Futures Elementary School
Address: 6701 International Blvd
Oakland, CA 94621
Phone: 6360520
Email: Elizabeth.Henry@ousd.org

CONTRACTOR:

Name: 4FamilyBarbque Culture Builder
Title: Owner
Address: 8545 Thermal St
Oakland, CA 94605
Phone: 510-875-4740
Email: Fletcherculturebuilder4@yahoo.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.

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

10. **Insurance**:

1. 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 (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars ($1,000,000) per accident or disease.

ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars ($1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of the Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). 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.

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, sexual orientation, or other legally protected class.

13. **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.

14. **Termination**:

    1. **For Convenience by OUSD**: OUSD may at any time terminate this Agreement and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by OUSD shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by CONTRACTOR or no later than three (3) calendar days after the day of mailing, whichever is sooner.

    2. **With Cause by District**. OUSD may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

        i. material violation of this Agreement by the CONTRACTOR; or

        ii. any act by CONTRACTOR exposing OUSD to liability to others for personal injury or property damage; or

        iii. CONTRACTOR is adjudged bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONTRACTOR's insolvency.

        Written notice by OUSD shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, OUSD may secure the required Services from another CONTRACTOR. If the expense, fees, and/or costs to OUSD exceeds the cost of providing the Services pursuant to this Agreement, CONTRACTOR shall immediately pay the excess expense, fees, and/or costs to OUSD upon the receipt of OUSD's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to OUSD.

        Upon termination, CONTRACTOR shall provide OUSD with all documents produced maintained or collected by CONTRACTOR pursuant to this Agreement, whether or not such documents are final or draft documents.

15. **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 agents who work with students must submit to a tuberculosis risk assessment as required by Education Code 49406 within the prior 60 days. If tuberculosis risk factors are identified, CONTRACTOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the CONTRACTOR agent shall obtain an x-ray of the lungs. At his/her discretion, CONTRACTOR agent may choose to submit to the examination instead of the risk assessment.

    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 contact 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.

16. **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.

17. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors**. OUSD may evaluate CONTRACTOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation:

    1. Requesting that OUSD employee(s) evaluate CONTRACTOR and 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).

18. **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.

19. **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.

20. **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.

21. **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/).

22. **Severability**: If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

23. **Provisions Required By Law Deemed Inserted**: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

24. **Captions and Interpretations**: Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

25. **Calculation of Time**: For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

26. **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 (specifically excluding any underlying pre-existing intellectual property). OUSD may, with CONTRACTOR's prior written consent, use 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.

27. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

28. **Litigation**: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

29. **Incorporation of Recitals and Exhibits**: Any recitals and exhibits attached to this Agreement are incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **Indemnification**: To the furthest extent permitted by California law, CONTRACTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of or in any way related to the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend the Indemnified Parties from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of or in any way related to the performance of this Agreement. CONTRACTOR shall, to the fullest extent permitted by California law, defend the Indemnified Parties at CONTRACTOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend the Indemnified Parties. This provision survives termination of this Agreement.

36. **Contract Publicly Posted**: This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

37. **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 that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT		**CONTRACTOR**	
Sonia Jazil	09/13/2019	4FamilyBarbque Culture Builder	09/14/2019
☐ President, Board of Education	Date	Contractor Signature	Date
☐ Superintendent			
☒ Chief or Deputy Chief		Samuel Fletcher, Owner	
			Print Name, Title
Kyla Johnson-Trammell	10/16/2019 12:		
Secretary, Board of Education	Date		

Form approved by OUSD General Counsel for 2018-19 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 <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.

   Vendor will be working closely with the Lockwood PBIS team and RJ coordinators to build systems and structures across both school campuses to support positive student behavior in the classroom, hallways, cafeteria, and playground to ensure student success and increase academic achievement. These structures will include positive reinforcers for students and tiered support based on students' academic and behavioral needs. In addition, vendor will be supporting the work of the AAMA and RJ program for students across both campuses, developing student directed restorative justice circles and on going mentoring sessions for identified students. Vendor will work closely with the Community Schools Managers, teachers and families to provide wrap around support for students with chronic absenteeism and continual behavior challenges to ensure academic success.

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.

To provide wrap around support for students with chronic absenteeism and continual behavior challenges to ensure academic success.

3. Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds):

Please select:

☒ **Action Item included in Board Approved SPSA** (no additional documentation required) – Item Number: Central - No CS

☒ **Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the SPSA modification was approved.
3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the SPSA modification was approved.