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File ID Number	10-1651
Introduction Date	8-2-10
Enactment Number	16-1488
Enactment Date	8-11-10



OAKLAND UNIFIED
SCHOOL DISTRICT

expect Success

every student. every classroom. every day.

Memo

To

Board of Education

From

Anthony Smith, Ph.D., Superintendent

Board Meeting Date
(To be completed
by Procurement)

8-11-10

Subject

Professional Services Contract

Glenn Turner

Antioch

CA

(Contractor, City, State) -

313/Street Academy

(site/department)

Action Requested

Ratification by the Governing Board of a professional services contract between Oakland Unified School District and Glenn Turner. Services to be primarily provided to 313/Street Academy for the period of 10/01/2009 through 06/17/2010.

Background

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

The objective of the class is to provide writing skill building outside the classroom. This may include poetry writing and creative writing.

Discussion

One paragraph
summary of the
scope of work.

Students will learn to write poetry, explore spoken word/poetry from different social, political, and emotional view. Students will exercise creativity, learn the purpose of stage presence and how to establish their art as an individuals, as well as learn techniques with writing, memorization, and performing

Recommendation

Ratification by the Governing Board of a professional services contract between Oakland Unified School District and Glenn Turner. Services to be primarily provided to 313/Street Academy for the period of 10/01/2009 through 06/17/2010.

Fiscal Impact

Funding resource name (please spell out) EIA not to exceed \$1,400.00.

Attachments

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



OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2009-2010

This Agreement is entered into between the Oakland Unified School District (OUSD) and Glenn Turner (CONTRACTOR). 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:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 10/01/2009, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$72,400 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$72,400, whichever is later. The work shall be completed no later than 06/17/2010.

3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed fourteen hundred Dollars (\$ 1,400.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: _____.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

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

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:

1. Individual consultants:

- ☐ Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
- ☐ Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
- ☐ Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.

2. Agencies or organizations:

- ☐ Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.

5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* _____ which shall not exceed a total cost of \$ _____.

6. **CONTRACTOR Qualifications / Performance of Services.**

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

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

7. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: Patricia Williams-Myrick
Site /Dept.: 313/Street Academy
Address: 417 29th Street
Oakland, CA
Phone: (510) 874-3630

CONTRACTOR:

Name: Glenn Turner
Title: consultant
Address: 2974 Delta Fair Blvd #335
Antioch CA 94509
Phone: (510) 423-1772

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and a statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

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

10. Insurance:

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

Check one of the boxes below:

- ☐ CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- ☒ CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- ii. CONTRACTOR shall maintain 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. Inclusion of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
 - iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

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

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

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

Contractor initial: 

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

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

Professional Services Contract

22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.
- CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
28. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
29. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Summary of terms and compensation:

Anticipated start date: 10/01/2009 Work shall be completed by: 06/17/2010 Total Fee: \$ 1,400.00

OAKLAND UNIFIED SCHOOL DISTRICT

☐ President, Board of Education
☒ Superintendent

10/1/10
Date

CONTRACTOR

Glenn Turner Jr 4/23/10
Contractor Signature Date

Glenn Turner consultant
Print Name, Title

CERTIFIED:

8/12/10
Date

Edgar Rakestraw, Jr.
Edgar Rakestraw, Jr., Secretary
Board of Education

Board Office Use: Legislative File Info.	
File ID Number	<u>10-1651</u>
Introduction Date	<u>8-2-10</u>
Enactment Number	<u>10-1958</u>
Enactment Date	<u>8-11-10</u>

RJ

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

Summary for Board Memo and Board Agenda – Must accurately describe scope of work below.

Students will learn to write poetry, explore spoken word/poetry from different social, political, and emotional view. Students will exercise creativity, learn the purpose of stage presence and how to establish their art as an individuals, as well as learn techniques with writing, memorization, and performing

SCOPE OF WORK

Glenn Turner will provide a maximum of 72.00 hours of services at a rate of \$ 20.00 per hour for a total not to exceed \$ 1,400.00.

Services are anticipated to begin on 10/01/2009 and end on 06/17/2010.

- 1. Description of Services to be Provided** Please provide a one or two paragraphs program description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and the planned outcome.

consultant will provide writing support and development, stage direction, stage performance, developing key political, social and world views, reviewing key poetry from different points of view in order to develop their own format.

- 2. Strategic Alignment: School-based contracts:** Make clear how this service supports your academic goals and increases student achievement. Provide details as to program participation (Students will...) and measurable outcomes (Students will be able to...) **Central office contracts:** How does this service support the overall strategic goals of your department and increase student achievement?

The objective of the class is to provide writing skill building outside the classroom. This may include poetry writing and creative writing. Students will be able to create and develop writing skills essential for the CAHSEE and CST. Measurement will be done through improved grades, greater return of home work assignments, improvement in overall attitude, attendance and reduction of violence and conflicts.

- 3. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

- ☐ **Action Item included in Board Approved SPSA (no additional documentation required)**

Action Item Number: _____

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

1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified" and the 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.

Spoken Word

Fall 2009

Spoken Word

Instructors: Gchill, Da Cat Inda Hat, and Aztec Prince

Course Description: Do you write poetry? Is your pen inseparable from the pages of your diary/journal? Do you like to share it with others and perform this poetry?

Well whether or not you answer yes to these questions Emiliano Zapata Street Academy's spoken word class is the place to be. In this class we will write poetry as well as learn to perform our poetry in front of others. We will also be reading poetry from other well-known poets to get a better understanding of the power and freedom of poetry. In the class students will be exploring spoken word/poetry from different social, political, and emotional views. It doesn't matter if its your first time or 100th time doing any spoken word class if you like to write poetry and perform it ,or never have and are curious about it stick around to see what's in store for you.

Class Objective: It's time to get rid of any shyness: you've got a voice now its time for your family, friends, and community to hear it. In this class students will learn to tackle stage fright and become the best poets,**they** and **we** believe, they can be.

While all students do not have to compete with their poetry we will give you the skills to give the competition a run for their money!!! If you're new to the spoken word/poetry world it's okay; we will give you the tools to be a great poet. If you aren't new to the spoken word/poetry world even better; we're going to help you perfect your craft. In this class you will exercise creativity, learn the purpose of stage presence and how to establish your art as an individual, as well as learn some cool techniques with writing, memorization, performing, etc. By the end of the class each student will have written a wide range of work and will be comfortable to, not just read their work in front of a group or crowd, but perform it!

Class requirements: There are two portions of the class in which the student gets credit for and they are writing and performing. Student will need a composition notebook with at least 70 pages (any kind of notebook will do but cannot bring single sheets of paper to class).Topics will be given and written in class and at at home. Students can either turn in their poetry notebook weekly to one of their great instructors to read and reflect on it or have what they have written read in class.

While there isn't any pressure to compete with your poetry this is spoken word for performing arts credit so it is mandatory to participate in at least one event by

performing an original piece in front of an audience or full credit won't be received. We will prompt you on the event we will be organizing at Street Academy and give you information about places in your community where you can perform to receive credit.

Grading: Students will be graded on the basic A-C scale and percentages that make up the grade follows: In Class participation **15%**, Attendance **15%**, Life enrichment activities (Journal) **30%**, Final or public performance **40%**. If you are having second thoughts about the class because of the performing portion of your grade talk to your CTM and tell them to take you out of spoken word class! There will be no negotiating the performing portion of your grade. You do not receive a grade based on how good you or your instructors think your art is, only on completion or showing effort on activities.

Student responsibilities: There are a few rules in spoken word class that we here at Street Academy take pride in enforcing:

Rule 1: Be Yourself!: This is one of the most important rules of this class. How can we feel or understand your poetry if you can't be yourself? We want **you** in class for the entire class period. You will not be criticized about your work (unless you want to for feed back on how to improve). No disclaimers and **never** be ashamed of your art.

Rule 2: Respect The Stage: Poetry is our emotion. How each person feels about certain subjects is their own opinion. Disrespecting poets in class or outside of class in any matter will not be tolerated. **NO HATIN' ALLOWED!** There will be no talking or any disruption taking place when a poet is talking or reading his/her art.

Rule 3: Say What You Feel, Feel What You Say: There are no limitations in the class for any subject as long as it isn't disrespectful to any group or individual because of his/her race, sex, sexual orientation, and etc. Students have the freedom of speech on their side as long as they aren't singling an individual or group to make them feel uncomfortable.

Rule 4: Confidentiality: Class sessions can and will get personal as we will be covering different topics such as love, family, money, social issues, race, and etc. Students are invited to share whatever they feel comfortable enough to share in the classroom. There will be no discussion of the piece and/or topic involving the student outside of the classroom. What's said in the classroom stays in the classroom.

Rule 5: BLOW THE STAGE UP!!!: Give that stage as well as your audience everything you got! This is your work, your art, your life that you are sharing to the world. Make them feel you and understand why you need to be heard.

Tentative Weekly Schedule/ Topics

Week 1 September 2nd : Introductions/ What Is Poetry? What Is Spoken Word? Poetry makes me want to... Who Am I? Stage/Public Identity. Pick a name solo/group exercise. What do people call you? **Video**

Week 2 September 9th : Love is so good/bad to me. What is love? What is hate? Which one do you give or receive the most? Why? How does love/hate make you feel?

Week 3 September 16th : Using our Imaginations. If I ruled the world... If everyone was like me the world would be... If I were a superhero/villain my name would be... and I would be...

Week 6 October 7th : It's Politics. Current events and relation of poetry to politics. Discussion of injustice. Political views shared. How does poetry help discuss political views and raise awareness? **Stage Presence Video Maybe**

Week 7 October 14th : Social reality. What are our issues with/in today's society?? What's going on? How can we use poetry to analyze/change things? **Video Guest Speaker**

Week 8 October 21st : Get it right, Get it tight. Time to start preparing for the last performance which is part of the students grade. So pick your favorite piece and work on making it your signature work of art.

Week 9 October 28th : Preparing for final. Working on Journals. Movie Performance

Week 10 November 4th : Possible Field Trip Studio or event. **Guest speaker**

Week 11 November 11th : Practice for final, make up, and turn in journals.

Week 12 November 18th : Final due: performances must be done before or by this week

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 5/3/2010
PROD-IGR (415)788-9810 FAX: (415)248-3534 ISU/lan Francisco 201 California St., Suite 200 License # 0778092 San Francisco CA 94111-5098		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Street Academy Foundation, DBA: Oakland 417 19th Street Oakland CA 94606		
		INSURERS AFFORDING COVERAGE INSURER A: Non-Profits Ins Alliance INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC #

COVERAGE							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR A DL LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	200912353NPO	6/19/2009	6/19/2010	EACH OCCURRENCE	\$	1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
					MED EXP (Any one person)	\$	20,000
					PERSONAL & ADV INJURY	\$	1,000,000
					GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COM/OP AGG	\$	2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$	
					BODILY INJURY (Per person)	\$	
					BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$	
					OTHER THAN AUTO ONLY: EA ACC	\$	
					AGG	\$	
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$	
					AGGREGATE	\$	
						\$	
						\$	
						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	\$	
					OTH-ER	\$	
					E.L. EACH ACCIDENT	\$	
					E.L. DISEASE - EA EMPLOYEE	\$	
					E.L. DISEASE - POLICY LIMIT	\$	
A	OTHER Improper Sexual Conduct Liability	200912353NPO	6/19/2009	6/19/2010	Each Claim		\$1,000,000
					General Aggregate		\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate Holder is named as Additional Insured as respects to Liability as required by written contract only as pertains to Insured's operations as per Form CG2026.

Cancellation Clause: 30 Days written notice except 10 days for nonpayment of premium.

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District Attn: Risk Management Officer 1025 Second Avenue, Room 116 Oakland, CA 94606	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Jason Cheung/JASONC



OAKLAND UNIFIED
SCHOOL DISTRICT
EXPECT SUCCESS

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2009-2010

Basic Directions

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

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

1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
2. Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
4. OUSD contract originator creates the requisition.
5. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet to the **Oakland Unified School District HIGH SCHOOL NETWORK**

Attachment Checklist

- ☐ For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
- ☐ For individual consultants: Proof of negative tuberculosis status within past 4 years
- ☐ Statement of qualifications (organization); or resume (individual consultant)
- ☐ Proof of General Liability insurance naming OUSD as an Additional Insured
- ☐ For organizations (any consultant who has employees): Proof of workers compensation insurance

JUN 07 2010

RECEIVED

OUSD Staff Contact Emails about this contract should be sent to: _____

Contractor Information

Contractor Name	Glenn Turner	Agency's Contact	Glenn Turner
OUSD Vendor ID #	I003396	Title	consultant
Street Address	2974 Delta Fair Blvd #335	City	Antioch
Telephone	(510) 423-1772	State	CA
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No	Zip	94509
		Email	glennturner88@gmail.com
		Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	10/01/2009	Date work will end	06/17/2010	Other Expenses	
Pay Rate Per Hour (required)	\$20.00	Number of Hours	72.00	Total Contract Amount	\$ 1,400.00

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
7090	EIA	3134859101	5825	\$ 1,400.00
			5825	\$
			5825	\$
Requisition No.	R0005534	Total Contract Amount	\$ 1,400.00	

Approval and Routing (in order of approval steps)

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

1.	Administrator / Manager (Originator)	Name	Patricia Williams-Myrick	Phone	(510) 874-3630
	Site / Department		313 Street Academy	Fax	
	Signature	Patricia Williams-Myrick		Date Approved	5/18/10
2.	Resource Manager, if using funds managed by: <input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> School Portfolio Management <input type="checkbox"/> Complementary Learning / After School Programs				
	<input checked="" type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature	William Flores		Date Approved	6/2/10
	Signature (if using multiple restricted resources)			Date Approved	
3.	Network or Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature			Date Approved	6/8/10
4.	Cabinet (CAO, CCA, CFO, CSO, Assist. Sup. Facilities)				
	Signature			Date Approved	6/9/10
5.	Superintendent, Board of Education or State Administrator Signature on the legal contract				
Legal Required if not using standard contract		Approved		Denied - Reason	
Procurement	Date Received		PO Number		