

Board Office Use: Legislative File Info.	
File ID Number	10-1131
Introduction Date	6-14-10
Enactment Number	10-1193
Enactment Date	6-23-10



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)

Subject Professional Services Contract
Sharon Bowles Oakland CA (Contractor, City, State) -
Skyline High School (site/department)

Action Requested Ratification by the Governing Board of a professional services contract between Oakland Unified School District and Sharon Bowles. Services to be primarily provided to Skyline High School for the period of 03/15/2010 through 06/10/2010.

Background
A one paragraph explanation of why the consultant's services are needed. To assist current students in grades 10 & 11, by performing academic reviews and holding conferences with students, and/or parents/guardians and school staff. This effort will result in the development of an academic plan to assist the students in attending to their individual needs thus ultimately leading to requirement completion for high school graduation and beyond. The academic reviews will be performed and a course of action developed for those students who are in the CST scoring performance levels as Basic, Below Basic and Far Below Basic.

Discussion
One paragraph summary of the scope of work. To assist current students in grades 10 & 11, by performing academic reviews and holding conferences with students, and/or parents/guardians and school staff. This effort will result in the development of an academic plan to assist the students in attending to their individual needs thus ultimately leading to requirement completion for high school graduation and beyond. The academic reviews will be performed and a course of action developed for those students who are in the CST scoring performance levels as Basic, Below Basic and Far Below Basic.

Recommendation Ratification by the Governing Board of a professional services contract between Oakland Unified School District and Sharon Bowles. Services to be primarily provided to Skyline High School for the period of 03/15/2010 through 06/10/2010.

Fiscal Impact Funding resource name (please spell out) EIASCE not to exceed \$ 32,500.00.

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 Sharon Bowles (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 03/15/2010, 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 06/10/2010.

3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Thirty-two thousand five hundred Dollars (\$ 32,500.00). 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: N/A.

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: Beverly Hansen
Site /Dept.: Skyline High School
Address: 12250 Skyline Boulevard
Oakland, CA
Phone: (510) 879-3060

CONTRACTOR:

Name: Sharon Bowles
Title: Counselor
Address: 7015 Outlook Avenue
Oakland CA 94605
Phone: (510) 562-1133

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 at 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).

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: 03/15/2010Work shall be completed by: 06/10/2010Total Fee: \$ 32,500.00

OAKLAND UNIFIED SCHOOL DISTRICT

- ☐ President, Board of Education
☐ Superintendent

Date

CONTRACTOR

Contractor Signature

Date

Sharon Bowles

Counselor

Print Name, Title

CERTIFIED:

Edgar Rakestraw, Jr. 6/24/10
 Edgar Rakestraw, Jr., Secretary
 Board of Education

Board Office Use: Legislative File Info.	
File ID Number	10-1131
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f8

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.

To assist current students in grades 10 & 11, by performing academic reviews and holding conferences with students, and/or parents/guardians and school staff. This effort will result in the development of an academic plan to assist the students in attending to their individual needs thus ultimately leading to requirement completion for high school graduation and beyond. The academic reviews will be performed and a course of action developed for those students who are in the CST scoring performance levels as Basic, Below Basic and Far Below Basic.

SCOPE OF WORK

Sharon Bowles will provide a maximum of 342.00 hours of services at a rate of \$ 95.00 per hour for a total not to exceed \$ 32,500.00.
Services are anticipated to begin on 03/15/2010 and end on 06/10/2010.

- 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.

To assist current students in grades 10 & 11, by performing academic reviews and holding conferences with students, and/or parents/guardians and school staff. This effort will result in the development of an academic plan to assist the students in attending to their individual needs thus ultimately leading to requirement completion for high school graduation and beyond. The academic reviews will be performed and a course of action developed for those students who are in the CST scoring performance levels as Basic, Below Basic and Far Below Basic.

- 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?

- 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.

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.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract

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

MAY 17 2010

RECEIVED

OUSD Staff Contact Emails about this contract should be sent to: stephanie.bryan@ousd.k12.ca.us

Contractor Information

Contractor Name	Sharon Bowles	Agency's Contact				
OUSD Vendor ID #	E009979 ID05146	Title	Counselor			
Street Address	7015 Outlook Avenue	City	Oakland	State	CA	Zip 94605
Telephone	(510) 562-1133 325-1602	Email	airshay2@cs.com			
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	03/15/2010	Date work will end	06/10/2010	Other Expenses	
Pay Rate Per Hour (required)	\$95.00	Number of Hours	342.00	Total Contract Amount	\$ 32,500.00

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	EIASCE	3061110109	5825	\$ 32,500.00
			5825	\$
			5825	\$
Requisition No.	R0004732 <i>Not showing on TPA</i>			Total Contract Amount \$ 32,500.00

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	Beverly Hansen	Phone	(510) 879-3060
	Site / Department	Skyline High School		Fax	(510) 879-3069
	Signature	<i>Beverly Hansen, Principal</i>	Date Approved	4/12/10	
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	<i>William Howes</i>	Date Approved	5/17/10	
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				
4.	Signature	<i>[Signature]</i>	Date Approved	5/17/10	
	Cabinet (CAO, CCA, CFO, CSO, Assist. Sup. Facilities)				
	Signature	<i>[Signature]</i>	Date Approved	5/18/10	
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	



Healthcare Providers Service
Organization Purchasing Group
Certificate of Insurance
OCCURRENCE POLICY FORM



Producer 018098	Branch 970	Prefix HPG	Policy Number 423233783-8	Policy Period from: 12:01 AM Standard Time on: 04/23/10 to: 12:01 AM Standard Time on: 04/23/11
Name Insured and Address SHARON L BOWLES 7015 OUTLOOK AVE OAKLAND, CA 94605-2521			Program Administrator Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218	
Medical Specialty School Counselor		Code 80723		Insurance Provided By American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue Chicago, IL 60604
COVERAGE PARTS			LIMITS OF LIABILITY	

A. PROFESSIONAL LIABILITY		
Professional Liability	\$1,000,000.00 each claim	\$5,000,000.00 aggregate
Good Samaritan Liability	Included above	
Personal Injury Liability	Included above	
Malplacement Liability	Included above	

B. COVERAGE EXTENSIONS		
License Protection	\$25,000.00 per proceeding	\$25,000.00 aggregate
Defendant Expense Benefit		\$25,000.00 aggregate
Deposition Representation	\$10,000.00 per deposition	\$10,000.00 aggregate
Assault	\$25,000.00 per incident	\$25,000.00 aggregate
Medical Payments	\$25,000.00 per person	\$100,000.00 aggregate
First Aid		\$10,000.00 aggregate
Damage to Property of Others	\$10,000.00 per incident	\$10,000.00 aggregate

C. WORKPLACE LIABILITY		Coverage part C. does not apply if Coverage part D. is made part of the policy.
Workplace Liability	Included in A. Professional Liability Limit shown above	
Fire and Water Legal Liability	Included above subject to \$150,000 sub-limit	
Personal Liability		\$1,000,000.00 aggregate

D. GENERAL LIABILITY		Coverage part D. does not apply if Coverage part C. is made part of the policy.
General Liability	None	None
Fire & Water Legal Liability	None	None
Personal Liability		None

Total \$100.00	Premium Reflects An ACA Membership Discount
Policy forms and endorsements attached at inception	QUESTIONS? CALL: 1-800-982-9491
G-121500-D G-121501-C1 G-121503-C G-145184-A G-147292-A GSL3886 GSL3908 G-123846-D04	
Master Policy: 188711433	

Thomas F. Motamed

Chairman of the Board

John M. V. Kier

Secretary

Keep this document in a safe place. This and
your cancelled check act as proof of coverage.



**HEALTHCARE PROVIDERS
SERVICE ORGANIZATION
PURCHASING GROUP
CERTIFICATE OF INSURANCE
OCCURRENCE POLICY FORM**

018098	970	HPG	0423233783	from: 12:01 AM Standard Time on: 04/23/10 to: 12:01 AM Standard Time on: 04/23/11
Named Insured/Policyholder:			Insurance Provider:	
Sharon L. Bowles 7015 Outlook Ave Oakland, CA 94605-2521			Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218	
Medical Specialty: School Counselor		Code: 80723	Insurance Provided by: American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604	
COVERAGE PARTS			LIMITS OF LIABILITY	

A. PROFESSIONAL LIABILITY

Professional Liability (PL)	\$ 1,000,000	each claim	\$ 5,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malpractice Liability	included above			

B. COVERAGE EXTENSIONS:

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit			\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid			\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate

C. WORKPLACE LIABILITY

Coverage part C, Workplace Liability does not apply if Coverage part D, General Liability is made part of this policy.

Workplace Liability	none			
Fire & Water Legal Liability	none			
Personal Liability			none	

D. GENERAL LIABILITY

Coverage part D, General Liability does not apply if Coverage part C, Workplace Liability is made part of this policy.

General Liability (GL)	\$1,000,000	each occurrence	\$1,000,000	aggregate
Hired Auto & Non Owned Auto	none			
Fire & Water Legal Liability	included in GL limit above subject to		\$250,000	sub-limit
Personal Liability			\$1,000,000	aggregate

Total: \$ 371.00

QUESTIONS? CALL: 1-800-982-9491

Policy forms and endorsements attached at reception.

G-121500-D G-121501-C1 G-145184-A G-147292-A
G-123846-D04 GSL3886 GSL3908 G-121504-C

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Chairman of the Board

Secretary

G-141241-A (07/2001)

Coverage Change Date:

Endorsement Change Date:

**HEALTHCARE PROVIDERS
GENERAL LIABILITY COVERAGE PART****OCCURRENCE**

THIS IS AN OCCURRENCE COVERAGE PART AND, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO ANY CLAIM WHICH IS THE RESULT OF INJURY OR DAMAGE THAT OCCURRED ON OR AFTER THE EFFECTIVE DATE OF COVERAGE, AND BEFORE THE EXPIRATION OF THE POLICY PERIOD STATED ON THE CERTIFICATE OF INSURANCE. CLAIM EXPENSES ARE IN ADDITION TO THE LIMIT OF LIABILITY.

I. COVERAGE AGREEMENT**A. GENERAL LIABILITY**

Subject to paragraph B below, we will pay all amounts, up to the General Liability limit of liability stated on the certificate of insurance, which you become legally obligated to pay, including host liquor liability and products liability, as a result of injury or damage to which this coverage part applies. We will also pay claim expenses. The injury or damage must be caused by an occurrence that happens anywhere in the world, including the workplace during the policy period.

B. FIRE & WATER LEGAL LIABILITY

With respect to the named insured's legal liability for damage to property in which the named insured does not have a financial interest or own, caused by:

1. fire;
 2. discharge, leakage or overflow of water or steam from a plumbing, heating, refrigeration or air conditioning system; or
 3. rain which enters directly into the building through open doors, windows, skylights, transoms or ventilators;
- we will pay up to \$250,000 provided that the named insured does not assume liability under a contract or agreement greater than is imposed by law. The damage must be caused by an occurrence that happens anywhere in the world, including the workplace, during the policy period.

C. PERSONAL LIABILITY

Where the named insured is a natural person, we will pay all amounts, up to the Personal Liability limit of liability stated on the certificate of insurance, that the named insured becomes legally obligated to pay for injury or damage as a result of a personal liability claim. The injury or damage must be caused by an occurrence that happens at named insured's residence and arises out of named insured's non-business activities. This coverage shall not apply to damage to property the named insured owns, rents, occupies or uses, or which is in the named insured's care, custody or control.

Coverage for personal liability claims will only apply if the named insured is a natural person with no employees.

II. DEFENSE AND SETTLEMENT

We have the right and duty to defend any claim. We will:

- A. do this even if any of the charges of the claim are groundless, false or fraudulent;
- B. investigate and settle any claim as we feel appropriate.

Our payment of the limit of liability ends our duty to defend or settle. We have no duty to defend any claims not covered by this Coverage Part.

III. ADDITIONAL DEFINITIONS

For purposes of this coverage part only, words in bold have the meaning set forth below:

"Host Liquor Liability" means injury or damage arising out of the giving or serving of alcoholic beverages at functions incidental to your business providing:

1. you are not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages; or
2. there has not been an intentional violation of any statute, regulation or ordinance relating to the sale, gift, distribution or use of alcoholic beverages, committed by you, or at your direction.

"Injury" means bodily injury, sickness, disease, mental or emotional distress sustained by a person, or death.

"Insured Contract" means:

1. a lease of business premises;
2. a sidetrack agreement;
3. an easement or license agreement except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. an elevator maintenance agreement; or
6. that part of any other contract or agreement pertaining to the named insured's business, including an indemnification of a municipality in connection with work performed for a municipality, under which the named insured assumes the tort liability of another party to pay for injury or damage to a third party if the contract or agreement is made prior to the injury or damage.

"Insured Contract" does not mean that part of any contract or agreement:

1. that indemnifies any entity for injury or damage arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
2. that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a. preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - b. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
3. that indemnifies any entity for damage by fire to business premises rented or loaned to the named insured.

"Occurrence" means an accident, including continuous or repeated exposure to conditions, which results in injury or damage.

"Personal liability claim" means a claim arising out of injury or damage to a third party that happens at the named insured's personal residence and arises out of non-business activity.

"Product" means:

1. any healthcare goods or items manufactured or modified by:
 - a. the named insured; or
 - b. others trading under the named insured's name; or
 - c. an entity whose business or assets the named insured has acquired; or
2. containers (other than vehicles), materials, parts or equipment furnished in connection with such healthcare goods or items.

"Product" does not include real property, or any goods and items that the named insured sells.

"Products Liability" means injury or damage caused by a product.

"You" or "Your" means the named insured and, if the named insured is not a natural person:

1. any individual who, during the policy period, is or becomes a partner, officer, director, stockholder-employee, manager, member or employee of the named insured, but only while acting within the scope of their employment by the named insured; or
2. any individual who, during the policy period, is or becomes a substitute health care provider, other than a physician, dentist, nurse anesthetist, nurse mid-wife, chiropractor, self-employed perfusionist, or podiatrist, that the named insured contracts with, but only while acting within the scope of their employment by the named insured; or
3. any individual previously affiliated with the named insured as its partner, officer, director, stockholder-employee, manager, member or employee but only while acting within the scope of their employment by the named insured, during the course of such employment.

IV. EXCLUSIONS

We will not defend any claim for, or pay any amounts, including claim expenses, based on, arising out of, or related to:

A. injury to:

1. an employee of the named insured arising out of and in the course of employment by the named insured; or
2. a family member of that employee as a consequence of 1 above; or
3. the named insured's family member.

This exclusion applies:

1. whether the named insured may be liable as an employer or in any other capacity; and
2. to any obligation to share amounts with or repay someone else who must pay amounts because of the injury or damage;

B. amounts which the named insured or any party must pay under any unemployment or workers' compensation, disability benefits, or other similar law;

C. injury or damage resulting from any professional services, placement services or personal injury;

D. any liability the named insured assumes under any contract or agreement, other than an insured contract. This exclusion does not apply to:

1. liability the named insured assumes under a contract with a Health Maintenance Organization, Preferred Provider Organization, Independent Practice Association, or any other similar organization; but only for such liability as is attributable to your alleged negligence; or
2. a warranty of fitness or quality of any therapeutic agents or supplies the named insured has furnished or supplied in connection with treatment you have performed;

E. any liability you have for a business or profession, including consulting services, other than that named on the certificate of insurance;

F. injury or damage resulting from an occurrence which is also a willful violation of a statute, ordinance or regulation imposing criminal penalties. We will defend any civil suit against you seeking amounts that would be covered if this exclusion did not apply. In such case, we will pay only claim expenses related to such defense;

G. injury or damage for which you may be held liable as a result of:

1. causing or contributing to the alcoholic beverage intoxication of any person; or

2. furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;

This exclusion does not apply to **host liquor liability**;

- H. **injury or damage** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving you owning, using, taking care of, operating, leasing or renting, loading or unloading of patients or property from, transporting patients in, or entrusting to others an auto, mobile equipment, watercraft or aircraft, including an auto, mobile equipment, watercraft or aircraft which is loaned to the named insured or which is operated for the named insured by its employee, including an employee-owned auto;
- I. loss, under any circumstances, due to nuclear reaction, radiation, or contamination, regardless of cause;
- J. the return or withdrawal of fees or government payments imposed directly upon you; any fines, penalties or sanctions; punitive or exemplary amounts; or the multiplied portion of any multiplied award, imposed by law;
- K. **injury or damage** you expected or intended, or which a reasonable person would have expected. This exclusion does not apply to **injury or damage** resulting from the use of reasonable force to protect persons or property;
- L. any claim arising out of actual or alleged involvement in any:
1. federal or state anti-trust law violation; or
 2. agreement or conspiracy to restrain trade;
- M. any loss, cost or expense:
1. which would not have happened, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time; or
 2. arising out of any:
 - a. claim or suit by or on behalf of a governmental authority for amounts because of testing for, monitoring, cleaning up, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**; or
 - b. request, demand or order that you or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**;
- N. any loss, cost or expense arising out of, relating to, or involving the actual, alleged or threatened exposure at any time to **asbestos**; or that may be awarded or incurred:
1. by reason of a claim or suit relating to **asbestos**; or
 2. in complying with a governmental directive or request to test for, monitor, clean up, remove, contain, or dispose of **asbestos**;
- O. **damage** to property you own, rent or occupy, hold for sale, or which has been given to you for storage or safekeeping except to the extent coverage would apply under Section I, paragraph B, Fire & Water legal liability;
- P. loss of use of tangible property which has not been physically damaged if:
1. a delay in or lack of performance has been caused by or on your behalf under any contract or agreement; or
 2. **products** or work completed on the named insured's behalf do not meet the standards the named insured has warranted or represented;

We will cover loss of use of tangible property if:

1. the loss results from a sudden and accidental physical damage to or destruction of **products** or work completed by or on the named insured's behalf; and
2. **products** or work has been put to use by a person or organization other than the named insured;

- Q. damage to property while on the business premises to have operations performed on the property by or on the named insured's behalf;
- R. damage to tools or equipment while being used to perform operations;
- S. damage to property in your custody which you are to install, erect or use in any construction;
- T. damage to any property away from the business premises:
 - 1. upon which you or someone on your behalf is performing operations at the time the damage occurs; or
 - 2. which must be restored, repaired or replaced because of faulty workmanship by or on your behalf;
- U. injury or damage on leased business premises:
 - 1. after the named insured ceases to be a tenant of the leased business premises; or
 - 2. for structural alterations, new construction or demolition operations performed by or for the owner of the business premises.
- V. any act of sexual intimacy, sexual molestation or sexual assault. We shall provide you with a defense of such claim unless or until such act has been determined to have occurred, by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Such defense will not waive any of our rights under this Policy. Criminal proceedings are not covered under this Policy regardless of the allegations made against you;
- W. any direct or consequential injury or damage arising out of any:
 - 1. refusal to employ; or
 - 2. termination of employment; or
 - 3. coercion, demotion, reassignment, defamation, harassment, humiliation, discrimination or other employment related practices, policies, act or omissions;
- X. by or on behalf of you against any other of you.

V. LIMIT OF LIABILITY

A. Each Occurrence

The limit of liability stated on the certificate of insurance for each occurrence, is the limit of our liability for all injury or damage arising out of, or in connection with the same occurrence. This limit applies regardless of the number of persons or organizations who are covered under this policy.

B. Aggregate

Subject to provision A. above, the total limit of our liability for all injury and damage shall not exceed the limit of liability stated on the certificate of insurance as aggregate. The aggregate limit of liability applies to each policy period for all occurrences for which claims are made.

C. Claim expenses are in addition to the limit of liability.

VI. DUTIES IN THE EVENT OF AN OCCURRENCE, OFFENSE OR CLAIM

The named insured must notify us, or our program administrator, in writing, as soon as practicable, of an occurrence, an offense which may result in a claim, or a claim. To the extent possible, notice should include:

- A. How, when and where the occurrence, offense or claim took place;
- B. The names and addresses of any injured persons or witnesses; and
- C. The nature and location of any injury or damage arising out of the occurrence, offense or claim.