

Board Office Use: Legislative File Info.	
File ID Number	10-1736
Introduction Date	8-2-10
Enactment Number	10-1494
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

VEA C.F.S.

Board Meeting Date
(To be completed by
Procurement)

8-11-10

Subject

Professional Services Contract Amendment -
Youth Educational IOU _____ of Oakland _____ CA _____ (Contractor, City, State) -
204/West Oakland Middle School _____ (site/department)

Action Requested

Ratification by the Governing Board of the amendment to the professional services contract between Oakland Unified School District and
Youth Educational IOU _____, of Oakland _____ CA _____, Services to be
primarily provided to 204/West Oakland Middle School for the period of
05/01/2010 through 06/30/2010, in an amount not to exceed
\$ 6,000.00.

Background

A one paragraph
explanation of why
an amendment is
needed.

There is a significant amount of students at West Oakland Middle School performing under benchmark level in academics. Additional consultants are needed to facilitate academic intervention by implementing small-group tutoring and strategic skill building techniques to prepare students for CST's.

Discussion

One paragraph
summary of the
amended scope of
work.

Ujima Foundation will provide three Intervention Specialists to work with four small groups of four students each (12 students total) to improve their knowledge of math academia. The intervention specialists will meet regularly with an appointed academic liaison to review data, and create personalized curriculum to enhance the skill level of each participating student. Each facilitator will perform a total of 80 hours of service (totaling 240 additional hours at a rate of \$25.00 per hour for a total amendment of \$6,000).

Recommendation

Ratification by the Governing Board of the amendment to the professional services contract between Oakland Unified School District and
Youth Educational IOU _____, of Oakland _____ CA _____,
Services to be primarily provided to 204/West Oakland Middle School for
the period of 05/01/2010 through 06/30/2010, in an amount not to
exceed \$ 6,000.00.

Fiscal Impact

Funding resource name (please spell out) Measure G
not to exceed \$ 6,000.00

Attachments

- Contract Amendment
- Copy of original contract



OAKLAND UNIFIED
SCHOOL DISTRICT

expect more

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD)
and Youth Educational IOU (CONTRACTOR). OUSD entered into an Agreement
with CONTRACTOR for services on April 1, 2010, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.		
<input checked="" type="checkbox"/> Revised scope of work attached.		
The CONTRACTOR agrees to provide the following amended services:		
<u>Implement Math Intervention with small groups of target students, engage in weekly consultations with an appointed Academic Liaison, create lesson plans and curriculum, and facilitate weekly assessments..</u>		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
If the term has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is <u>06/30/2010</u> .		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
If the compensation has changed: The contract price is amended by		
<input type="checkbox"/> Increase of \$ <u>6,000.00</u> to original contract amount		
<input type="checkbox"/> Decrease of \$ _____ to original contract amount		
and the new contract total is _____ dollars (\$ <u>15,000.00</u>)		

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

5. Amendment History:

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

☐ President, Board of Education
☐ Anthony Smith, Ph.D., Superintendent

Date

7/13/10

CONTRACTOR

Contractor Signature

Jerome Martin, Director
 Print Name, Title

Date

6/5/2010

CERTIFIED:

Date

Edgar Rakestraw, Jr. 8/12/10
 Edgar Rakestraw, Jr., Secretary
 Board of Education

Board Office Use: Legislative File Info.

File ID Number	10-1736
Introduction Date	8-2-10
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Rev. 08/20/09

Contract No. _____

P.O. No. _____

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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 ALIGN WITH THE SCOPE OF WORK

Ujima Foundation will provide three Intervention Specialists to work with four small groups of four students each (12 students total) to improve their knowledge of math academia. The intervention specialists will meet regularly with an appointed academic liaison to review data, and create personalized curriculum to enhance the skill level of each participating student. Each facilitator will perform a total of 80 hours of service (totaling 240 additional hours at a rate of \$25.00 per hour for a total amendment of \$6,000).

SCOPE OF WORK

Contractor Name:

Youth Educational IOU will provide a maximum of 600 hours of services at a rate of \$ 25.00 per hour for a total not to exceed \$ 6,000.00. Services are anticipated to begin on 05/01/2010 and end on 06/30/2010.

1. Goals or Objectives

Describe the service(s) the contractor will provide. What is contractor expected to achieve? What are the expected outcomes?

The appointed Intervention Specialists will assess, implement skill-building techniques, and reassess each student to evaluate individual areas of academic need. Services will be provided Monday-Thursday, from 10:00AM to 2:30 PM each day.

The contractor is expected to provide personalized attention to students performing under benchmark level, and build math skills in areas of weakness. By the end of the third trimester, students are expected to have better knowledge of various math standards that will reflect on assessment tests as well as CST scores.

2. Description of Services to be Provided

Describe the specific duties assigned or attributable to this contractor, not the department. (What objective evidence will demonstrate the consultant has provided the services.)

Students will be assessed to measure individual skill level. Weekly quizzes will be designed that incorporates the week's lessons; the Intervention Specialist will keep record of this weekly data, to monitor student progress.

Minutes from weekly meeting with an appointed Academic Liaison will be kept, where the Intervention Specialists will review data and seek recommendations from site personnel.

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

Please describe how this scope of work aligns with a specific action item in the SPSA.

Please select:

☐ Action Item included in Board Approved SPSA Action Item Number: _____

☐ Action Item added as modification to Board Approved SPSA – Attach appropriate paperwork, for directions see the Resource Manager List posted in the Professional Services Contract folder on the School Operations Library.

PROFESSIONAL SERVICES CONTRACT AMENDMENT ROUTING FORM

Basic Directions

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

1. Contractor and OUSD contract originator reach agreement on modification to original contract.
2. Contractor and OUSD contract originator complete amendment together. Please insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the Contract Amendment.
3. If contract total amount has increased, OUSD contract originator creates new requisition with the original PO number referenced in the item description.
4. OUSD contract originator submits amendment packet for approval within two weeks of creating the requisition.

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

Attachment Checklist	<input type="checkbox"/> Copy of original contract
	<input type="checkbox"/> Contract amendment packet including Board Memo and Contract Amendment Form
	<input type="checkbox"/> Revised Scope of Work – Evidence of why additional funds are needed
	<input type="checkbox"/> If additional consultants will be working on site, attach agency letter verifying additional consultants have met the Fingerprinting/Background Investigation and have a negative tuberculosis status.

OUSD Staff Contact Emails about this contract should be sent to theblkion@aol.com

Contractor Information

Contractor Name	Youth Educational IOU	Agency's Contact	Jerome Morton			
OUSD Vendor ID #	I002431	Title	Director			
Street Address	835 Isabella st	City	Oakland	State	CA	Zip 94607
Telephone	(510) 688-6215	Email	theblkion@aol.com			

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 9,000.00	Original PO Number	P1008895
Amended Amount	\$ 6,000.00	New Requisition #	R0006144
New Contract Total	\$ 15,000.00		

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
0089	Measure G	2041598101	5825	\$ 6,000.00
			5825	\$
				\$

Approval and Routing (in order of approval steps)

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

1.	Site Administrator or Manager	Name	Seyana Mawusi	Ext.	2093	Fax	8021
	Site / Department	204/West Oakland Middle School					
2.	Signature	Seyana Mawusi		Date Approved	5/12/2010		
	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> School Portfolio Management <input type="checkbox"/> Complementary Learning / After School Programs						
	Signature			Date Approved			
3.	Signature	Hra		Date Approved	6/30/10		
	Signature (if using multiple restricted resources)			Date Approved			
4.	Signature	Hra		Date Approved	7/13/10		
	Signature			Date Approved			
5.	Board of Education or State Administrator Signature on the legal contract						
Legal Required if not using standard contract		Approved			Denied - Reason	Date	
Procurement	Date Received			PO Number			

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2009-2010

Basic Directions

Additional information and related documents are in the School Operations Library (<http://contractors.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 for approval.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years
	<input checked="" type="checkbox"/> Statement of qualifications (organization) or resume (individual consultant)
	<input checked="" type="checkbox"/> Proof of general liability insurance naming OUSD as Additionally Insured
	<input checked="" type="checkbox"/> For organizations (any consultant who has employees): Proof of workers compensation insurance
OUSD Staff Contact: <u>sevana.mawusi@ousd.k12.ca.us</u>	

Contractor Information

Contractor Name	Youth Educational IOU	Agency's Contact	Jerome Morton
OUSD Vendor ID #	I002431	Title	Director
Street Address	835 Isabella St	City	Oakland
Telephone	(510) 688-6215	State	Ca
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Zip 94607

Compensation and Terms - Must be within the OUSD Billing Guidelines

Anticipated start date	04/01/2010	Date work will end	06/30/2010	Other Expenses	
Pay Rate Per Hour (required)	\$25.00	Number of Hours	360	Total Contract Amount	\$9,000.00

Budget Information

If you are creating a contract for a restricted resource, please contact the State and Federal Office before creating requisition

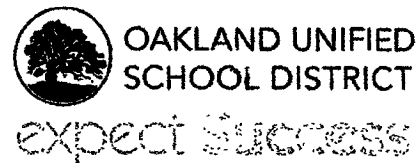
Resource #	Resource Name	Org Key	Object Code	Amount
89	Measure G	2041552205	5825	\$9,000.00
			5825	\$
			5825	\$
Requisition No. R0004209		Total Contract Amount		\$9,000.00

Approval and Routing (in order of approval steps)

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

1.	Administrator / Manager (Originator)	Name	Seyana Mawusi	Phone	(510) 879-2093
	Site / Department	West Oakland Middle School / 204	Fax	(510) 879-8012	
	Signature	<i>Seyana Mawusi</i>	Date Approved	3/9/10	
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> School Portfolio Management <input type="checkbox"/> Complementary Learning / After School Programs				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature		Date Approved		
3.	Network or Executive Officer				
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
4.	Signature	<i>[Signature]</i>	Date Approved	3/15/10	
	Cabinet (CAO, CCA, CFO, CSO, Asst. Sup. Facilities)				
	Signature	<i>[Signature]</i>	Date Approved	3/17/10	
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	

Board Office Use: Legislative File Info.	
File ID Number	10-0494
Introduction Date	4-19-10
Enactment Number	10-0634
Enactment Date	4-28-10 <i>MS</i>



every student. every classroom. every day.

Memo

To Board of Education
From Anthony Smith, Ph.D., Superintendent *VEN T.S.*

Board Meeting Date
(To be completed by
Procurement) 4-28-10

Subject Professional Services Contract - Youth Educational IOU (contractor)
- West Oakland Middle School / 204 (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and Youth Educational IOU. Services to be primarily provided to West Oakland Middle School / 204 for the period of 04/01/2010 through 06/30/2010.

Background
A one paragraph explanation of why the consultant's services are needed. Academic Intervention Specialists services are needed at West Oakland Middle School to assist students categorized as far below and below basic standards. The contracting agency will provide staff that will prepare students for math and ELA benchmark testing, set goals for personal student achievement. The Academic Specialist will collect data to evaluate each students' performance and growth.

Discussion
One paragraph summary of the scope of work. Academic Intervention Specialists will design and implement lessons and activities to assist students who are categorized as far below and below basic. The consultant will create and implement surveys that track each students' growth. The specialist will work hand and hand with teachers for strategy development and curriculum alignment.

Recommendation Ratification of professional services contract between Oakland Unified School District and Youth Educational IOU. Services to be primarily provided to West Oakland Middle School / 204 for the period of 04/01/2010 through 06/30/2010.

Fiscal Impact Funding resource name (please spell out) Measure G
not to exceed \$ 9,000.00.

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 Youth Educational IOU

(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 is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** The CONTRACTOR shall provide the services as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Terms:** CONTRACTOR shall commence work on 04/01/2010, or the day immediately following approval by the Superintendent, if total amount the CONTRACTOR has contracted with the District is below \$72,400 in the current fiscal year, or the Board of Education if total contracts exceeds \$72,400, whichever is later. The work shall be completed no later than 06/30/2010.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Nine Thousand Dollars (\$9,000.00). 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: any expenses agreed to a reimbursable by the school site

Payment for the 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 District and in that case must be replaced by CONTRACTOR without delay.

4. **Submission 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
 - ☐ Completion of Pre-Consultant Screening Process -- Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening in current fiscal year.
 - ☐ Insurance Certificates and Endorsements -- Documentation showing compliance with section 9 herein.
 2. Agencies or organizations:
 - ☒ Insurance Certificates and Endorsements -- Documentation showing compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of the Agreement except: NA which shall not exceed a total cost of \$ 0.
6. **CONTRACTOR Qualifications / Performance of Services.**

CONTRACTOR Qualifications. CONTRACTOR 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 regulations, as they may apply.

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.

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: Seyana MawusiSite /Dept.: West Oakland Middle School / 204Address: 991 14th StreetOakland, CAPhone: (510) 879-2093**CONTRACTOR:**Name: Jerome MortonTitle: DirectorAddress: 835 Isabella StOaklandCa94607Phone: (510) 688-6215

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 in 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. Invoice 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. In addition, 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. This list 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 only one of the boxes below:

☒ The 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.

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

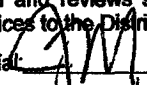
- ii. CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance is 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 students after 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 of this information.
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 either the State Administrator, the Board of Education, and/or the Superintendent as their 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: 04/01/2010Work shall be completed by: 06/30/2010Total Fee: \$ 9,000.00**OAKLAND UNIFIED SCHOOL DISTRICT**☐ President, Board of Education☒ State Administrator *W.T.S.*☐ Superintendent

Date

3/24/10**CONTRACTOR**

Contractor Signature

Jerome Morton

Print Name, Title

Director

Date

3/1/2010

Secretary, Board of Education

Date

Certified:*Edgar Rakestraw, Jr.*
Edgar Rakestraw, Jr., Secretary
Board of Education4/29/10

Board Office Use: Legislative File Info.	
File ID Number	10-0494
Introduction Date	4-19-10
Enactment Number	10-0634
Enactment Date	4-28-10 <i>dr</i>

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.

Academic Intervention Specialists will design and implement lessons and activities to assist students who are categorized as far below and below basic. The consultant will create and implement surveys that track each students' growth. The specialist will work hand and hand with teachers for strategy development and curriculum alignment.

SCOPE OF WORK

Youth Educational IOU _____ will provide a maximum of 360 hours of services at a rate of \$ 25.00 per hour for a total not to exceed \$ 9,000.00 . Services are anticipated to begin on 04/01/2010 and end on 06/30/2010 .

- 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.

The specialist will successfully implement tutoring for far below basic students. Students will engage in techniques and drills that assist students to master reading and math Monday through Friday. Also students will receive activities that support cross curriculum projects.

- 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 intended 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?

West Oakland Middle School intervention program provides students with the opportunity to work in small groups and add intensive one on one tutoring and mentoring support. Our goal is to identify academically low students and create a tracking system that shows outcome of personal and school success. Each student will master a skill.

- 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.

School Site: West Oakland Middle School		ASES		OFCY
Average # of students to be served daily (ADA): 216		Resource #010 Program: 1553		
		OUSD	Lead Agency	Grantee:
Obj Codes	TOTAL GRANT AWARD TO SITE		\$150,000	\$63,000
CERTIFICATED PERSONNEL				
1120	Academic Liaison REQUIRED		\$4,167	
1120	Certificated Teacher Extended Contracts		\$0	
			\$0	
	Total certificated		\$4,167	
CLASSIFIED PERSONNEL				
2205	Site Coordinator		\$0	\$30,000
2220	SSO		\$3,400	
	Additional staff support		\$0	
	Total classified		\$3,400	\$30,000
BENEFITS				
3000's	Employee Benefits for Additional Time (20%)		\$1,513	
3000's	Employee Benefits for Salaried Employees (40%)		\$0	
3000's	Lead Agency benefits (rate: 25 %)			\$0
	Total benefits		\$1,513	\$0
BOOKS AND SUPPLIES				
4310	Supplies (OUSD only)		\$409	\$1,410
4310	Curriculum (OUSD only)		\$707	
5829	Field Trips		\$0	
4420	Equipment (OUSD only)		\$0	
	Total books and supplies		\$1,116	\$0
CONTRACTED SERVICES				
5825	Core Staff: 2 staff x 38 wks x 25 hrs/wk x \$20/hr			\$26,910
				\$11,090
5825	Staff: 6 staff x 38 wks x 15 hrs/wk x \$15/hr			\$43,475
				\$7,825
5825	Enrichment: Recreational Activities, Arts & Crafts, Martial Arts, Gardening, Dance&Music, BAM, Theatre Arts : 5 staff x 38 wks x 10 hr/wk x \$22/hr			\$16,930
				\$24,870
5825				
5825				
5825	Guest Speaker: 107 hrs x \$25/hr			\$2,685
5825				
5825				
5825				
5825				
5825				
	Total services		\$0	\$87,315
	Subtotals DIRECT SERVICE	85	\$10,196	\$117,315
ADMIN, EVAL & INDIRECT COSTS				
	Lead Agency admin (4% max of total contracted \$)			\$4,500
	Oakland SUCCESS and required evaluation costs		\$9,346	
	Custodial Services		\$1,500	
	OUSD Indirect		\$7,143	\$3,805
	Total Indirect per column	15	\$17,989	\$4,500
TOTALS	Total budgeted per column		\$28,185	\$121,815
	Total BUDGETED	100	\$150,000	\$63,000
	BALANCE remaining to allocate		\$0	\$0
	TOTAL GRANT AWARD TO SITE		\$150,000	\$63,000