

Board Office Use: Legislative File Info.	
File ID Number	10-1400
Introduction Date	8-2-10
Enactment Number	10-1474
Enactment Date	8-11-10



every student. every classroom. every day.

# Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent

Board Meeting Date 8-11-10

Subject Amendment No. 1 - Professional Services Contract - Tracey M. Logan (contractor) - 922/Complementary Learning Department (site/department)

**Action Requested** Ratification of Amendment No. 1 of the Professional Services Contract between Oakland Unified School District and Tracey M. Logan. Services to be primarily provided to Complementary Learning Department for the period of March 15, 2010 through June 30, 2010.

**Background**  
A one paragraph explanation of why an amendment is needed. Consultant will continue to work with the Complementary Learning Department and graduate student intern to conduct Provider and Principal interviews, connect with contracts office and tech services, integrate information learned plus best practice research and feedback, conduct two focus groups and integrate focus group outcomes, develop orientation and Principal training, and gathering requirements for OUSD provider database.

**Discussion**  
One paragraph summary of the amended scope of work. Ratification of Amendment No. 1, of the Professional Services Contract between Oakland Unified School District and Tracey M. Logan, Oakland, CA, for the latter to provide continued technical support to develop an orientation and training for Community Based Organizations and Supplemental Educational Service Providers by conducting Provider and Principal interviews, connect with contracts office and tech services, integrate information learned plus best practice research and feedback, conduct two focus groups and integrate focus group outcomes, develop orientation and Principal training, and gathering requirements for OUSD provider database for the Complementary Learning Department for the period of March 15, 2010 through June 30, 2010 in the amount of \$6,300.00, increasing the agreement from 9,000.00 to a not-to-exceed amount of 15,300.00.

**Recommendation** Ratification by the Board of Education of Amendment No. 1 of the Professional Services Contract between District and Tracey M. Logan. Services to be primarily provided to 922/Complementary Learning Department for the period of March 15, 2010 through June 30, 2010.

**Fiscal Impact** Funding Source - 0507/Tier 3 - School Safety in the amount \$6,300.00, increasing the Agreement from \$9,000.00 to a not-to-exceed amount of \$15,300.00.

**Attachments**

- Professional Services Contract, Amendment No. 1
- Revised Scope of work
- Copy of Original Contract



## AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD)  
and Tracey M. Logan (CONTRACTOR). OUSD entered into an Agreement  
with CONTRACTOR for services on March 15, 2010, and the parties agree to amend that Agreement as follows:

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

If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

☒ Revised scope of work attached.

The CONTRACTOR agrees to provide the following amended services: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

If the term has changed: The contract term is extended by an additional \_\_\_\_\_ (days/weeks/months),  
and the amended expiration date is 06/30/2010.

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

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

☒ Increase of \$ 6,300.00 to original contract amount

☐ Decrease of \$ \_\_\_\_\_ to original contract amount

and the new contract total is Fifteen Thousand Three Hundred dollars (\$ 15,300.00)

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

5/21/10  
Date

CONTRACTOR

Tracey M. Logan  
Contractor Signature  
5/25/10  
Date

Print Name, Title

CERTIFIED:

\_\_\_\_\_  
Date

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

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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 describe scope of work below.

Ratification of Amendment No. 1, of the Professional Services Contract between Oakland Unified School District and Tracey M. Logan, Oakland, CA, for the latter to provide continued technical support to develop an orientation and training for Community Based Organizations and Supplemental Educational Service Providers by conducting Provider and Principal interviews, connect with contracts office and tech services, integrate information learned plus best practice research and feedback, conduct two focus groups and integrate focus group outcomes, develop orientation and Principal training, and gathering requirements for OUSD provider database for the Complementary Learning Department for the period of March 15, 2010 through June 30, 2010 in the amount of \$6,300.00, increasing the agreement from 9,000.00 to a not-to-exceed amount of 15,300.00.

### SCOPE OF WORK

Tracey M. Logan will provide a maximum of 105 hours of services at a rate of \$60.00 per hour for a total not to exceed \$6,300.00. Services are anticipated to begin on 07/01/2009 and end on 6/30/2010.

- 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.

Consultant will continue to work with the Complementary Learning Department and graduate student intern to conduct Provider and Principal interviews, connect with contracts office and tech services, integrate information learned plus best practice research and feedback, conduct two focus groups and integrate focus group outcomes, develop orientation and Principal training, and gathering requirements for OUSD provider database.

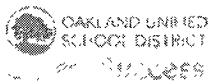
- 2. Strategic Alignment: School-based contracts:** Make clear how this service supports your academic goals and increases student achievement. Provide details as to program participation (Students will...) and intended outcomes (Students will be able to...)  
**Central office contracts:** How does this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

Consultant will be developing an orientation protocol for community-based organizations working in Oakland Unified School District. Building upon national best practices, this orientation protocol will be tailored to the context of OUSD and the various providers working on school sites (i.e. supplemental educational service providers, after school providers, health care providers, mental health clinicians, etc.). She will also be conducting focus groups with principals and representatives from City of Oakland and community-based partner agencies.

- 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 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 checked="" type="checkbox"/> Copy of original contract
	<input checked="" type="checkbox"/> Contract amendment packet including Board Memo and Contract Amendment Form
	<input checked="" 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: [Renee.McMearn@ousd.k12.ca.us](mailto:Renee.McMearn@ousd.k12.ca.us)

### Contractor Information

Contractor Name	Tracey M. Logan	Agency's Contact	Tracey M. Logan				
OUSD Vendor ID #	1004481	Title	Consultant				
Street Address	315 Hanover Avenue, Apt. #303	City	Oakland	State	CA	Zip	94606
Telephone	(510) 390-1536	Email	tmlogan@gmail.com				

### Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 9,000.00	Original PO Number	P1013298
Amended Amount	\$ 6,300.00	New Requisition #	R0005491
New Contract Total	\$ 15,300.00		

### 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
0507	Tier 3	9221211262	5825	\$ 6,300.00
				\$
				\$

### 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	Jane Nicholson	Ext.	8328	Fax	4030
	Site / Department	922 / Complementary Learning Department					
	Signature			Date Approved	5/25/10		
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> School Portfolio Management <input checked="" type="checkbox"/> Complementary Learning / After School Programs						
	Signature			Date Approved			
	Signature (if using multiple restricted resources)			Date Approved			
3.	Network or Executive Officer						
	Signature			Date Approved	5/25/10		
4.	Cabinet (CAO, CCA, CFO, CSO, Assist. Sup. Facilities)						
	Signature			Date Approved	5/26/10		
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			

Board Office Use: Legislative File Info.	
File ID Number	10-0524
Introduction Date	4-19-10
Enactment Number	10-0664
Enactment Date	4-28-10 <i>AS</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

*expect success*

every student. every classroom. every day.

## Memo

To Board of Education *AS*

From Anthony Smith, Ph.D., Superintendent

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

Subject Professional Services Contract

Tracey M. Logan, Oakland, CA Oakland CA (Contractor, City, State) -  
922/Complementary Learning Department (site/department)

**Action Requested** Approval by the Governing Board of a professional services contract between Oakland Unified School District and Tracey M. Logan, Oakland, CA. Services to be primarily provided to 922/Complementary Learning Department for the period of 03/15/2010 through 06/30/2010.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.* Consultant will work with the Complementary Learning Department and a graduate student intern to design 1) orientation for community-based organizations and Supplemental Educational Service providers and 2) training for OUSD Principals on how to work with community-based organizations, using best practice research. Focus on OUSD-specific issues related to school culture, District vision and expectations, and organizational infrastructure.

**Discussion**  
*One paragraph summary of the scope of work.* Ratification of a professional services contract between Oakland Unified School District and Tracey M. Logan, Oakland, CA, for the latter to provide technical support by developing an orientation protocol for community-based organizations and Supplemental Educational Service providers working in OUSD; building upon national best practices and tailored to the context of the District working at school sites and conducting focus groups with Principals and representatives from the City of Oakland and community-based partner agencies for the Complementary Learning Department for the period of March 15, 2010 through June 30, 2010 in the amount of \$9,000.00.

**Recommendation** Approval by the Governing Board of a professional services contract between Oakland Unified School District and Tracey M. Logan, Oakland, CA. Services to be primarily provided to 922/Complementary Learning Department for the period of 03/15/2010 through 06/30/2010.

**Fiscal Impact** Funding resource name (please spell out) 3010 Title I-Admin  
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 Tracey M. Logan (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 06/30/2010.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Nine Thousand and no cents 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: 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: N/A 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:

Professional Services Contract

**OUSD Representative:**

Name: Jane Nicholson

Site /Dept.: 922/Complementary Learning Department

Address: 495 Jones Avenue, Brookfield Annex

Oakland, CA

Phone: 879-8328

**CONTRACTOR:**

Name: Tracey M. Logan

Title: Consultant

Address: 315 Hanover Avenue, Apt. #303

Oakland CA 94606

Phone: (510) 390-1536

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

**8. Invoicing**

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

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.

2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:

i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and a statement that subsequent arrest records have been requested for each person listed.

ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

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

**10. Insurance:**

1. General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:

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

Check one of the boxes below:

☐ CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

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

ii. CONTRACTOR shall maintain General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Inclusion of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.


iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

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

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

Professional Services Contract

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



Professional Services Contract

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

Summary of terms and compensation:

Anticipated start date: 03/15/2010

Work shall be completed by: 06/30/2010

Total Fee: \$ 9,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

☐ President, Board of Education

☒ Superintendent

Secretary, Board of Education

4/2/10  
Date

Date

CONTRACTOR

Tracey M. Logan  
Contractor Signature

3/15/10  
Date

Tracey M. Logan

Print Name, Title

Consultant

Certified:

Edgar Rakestraw, Jr., Secretary  
Board of Education  
4/23/10

Board Office Use: Legislative File Info.	
File ID Number	10-0524
Introduction Date	4-22-10
Enactment Number	10-0664
Enactment Date	4-28-10

## 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.

Ratification of a professional services contract between Oakland Unified School District and Tracey M. Logan, Oakland, CA, for the latter to provide technical support by developing an orientation protocol for community-based organizations working in Oakland Unified School District; building upon national best practices and tailored to the context of the District and Supplemental Educational Service providers; working at school sites and conducting focus groups with Principals and representatives from the City of Oakland and community-based partner agencies for the Complementary Learning Department for the period of March 15, 2010 through June 30, 2010 in the amount of \$9,000.00.

### SCOPE OF WORK

Tracey M. Logan, Oakland, CA will provide a maximum of 150.00 hours of services at a rate of \$ 60.00 per hour for a total not to exceed \$ 9,000.00.

Services are anticipated to begin on 03/15/2010 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.

Consultant will work with the Complementary Learning Department and graduate student intern to design

- 1) orientation for Community Based Organizations and Supplemental Educational Service providers and
- 2) training for OUSD Principals on how to work with Community Based Organizations, using best practice research. Focus on OUSD-specific issues related to school culture, district vision and expectations, and organizational infrastructure.

- 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?

Consultant will be developing an orientation protocol for community-based organizations working in Oakland Unified School District. Building upon national best practices, this orientation protocol will be tailored to the context of OUSD and the various providers working on school sites (i.e. supplemental educational service providers, after school providers, health care providers, mental health clinicians, etc.). She will also be conducting focus groups with principals and representatives from City of Oakland and community-based partner agencies.

- 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.

Received  
3/31/07

# OUSD Consultant General Liability Insurance Reduced Insurance Requirement or Waiver Request

## Directions

All consultants are required to provide proof of General Liability Insurance with limits of One Million Dollars per occurrence. Additional information about this requirement can be found on the internet under Finances, Procurement and Distribution tab, document entitled "Quick Tips: Consultant General Liability Insurance." In rare circumstances, where appropriate, the District can reduce the required amount of insurance or waive the general liability insurance requirement. To request that your contract is considered for either a reduced amount of insurance or a waiver, complete this form and submit it with a copy of the contract to Risk Management. Waivers will only be granted in cases where the consultant will have no interaction with students.

## Steps:

1. OUSD Contract Originator completes request form
2. OUSD Contract Originator submits request form and **copy of contract** with Scope of Work to Risk Management at 1025 2<sup>nd</sup> Avenue, Room 115A or email [Reginald.crowell@ousd.k12.ca.us](mailto:Reginald.crowell@ousd.k12.ca.us) and [Pauline.williams@ousd.k12.ca.us](mailto:Pauline.williams@ousd.k12.ca.us)
3. Risk Management considers request and returns form within 10 business days to OUSD Contract Originator
4. If approved, OUSD Contract Originator submits form with completed contract to Procurement.

Contractor Name	Tracey M. Logan	Contract Amount	\$ 9,000.00
OUSD Originator Name	Jane Nicholson	Site / Department	922/Complementary Learning

Why do you believe that this contract poses a low risk to the District and should be eligible for a reduction or waiver of the general liability insurance requirement?

Consultant, Tracey M. Logan will be working directly with the staff in Complementary Learning and will have no contact or interaction with OUSD students. She will be meeting staff, Principals, and reporting to the Complementary Learning Department Executive Officer.

Signature of Contract Originator Requesting Waiver

If submitted via email, type name and send from principal or manager's email account.

OUSD Principal or Manager

*Jane Nicholson*

Date 3/17/07

Risk Management

☒ **Approved:** Based on the scope of work provided, I approve the following adjustment to the General Liability Insurance requirement for this contract:

☐ Reduced Requirement : \$ \_\_\_\_\_

☒ **Waiver** of General Liability Insurance Requirement

Reason for reduction or waiver:

*No Students*

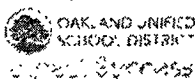
☐ **Denied:** Unfortunately, this contract does not qualify for a reduction or waiver

Denial Reason: \_\_\_\_\_

Signature

*R. Crowell*

Date 3/31/07



# **PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2009-2010**

## **Basic Directions**

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

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

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

Attachment Checklist	<input checked="" type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year <input checked="" 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 an Additional Insured <input type="checkbox"/> For organizations (any consultant who has employees): Proof of workers compensation insurance
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OUSD Staff Contact: Emails about this contract should be sent to: [renee.mcmeam@ousd.k12.ca.us](mailto:renee.mcmeam@ousd.k12.ca.us)

## **Contractor Information**

Contractor Name	Tracey M. Logan	Agency's Contact	Tracey M. Logan
OUSD Vendor ID #	i004481	Title	Consultant
Street Address	315 Hanover Avenue, Apt. #303	City	Oakland
Telephone	(510) 390-1536	State	CA
		Zip	94606
		Email	tmlogan@gmail.com
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input 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	06/30/2010	Other Expenses	
Pay Rate Per Hour (required)	\$ 60.00	Number of Hours	150.00	Total Contract Amount	\$ 9,000.00

## **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
3010	Title I-Admin	9221213201	5825	\$ 9,000.00
			5825	\$
			5825	\$
Requisition No.	R0003817	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.	<b>Administrator / Manager</b> (Originator)	Name	Jane Nicholson	Phone	879-8328	
	Site / Department	922/Complementary Learning Department			Fax	879-2821
	Signature	<i>Jane Nicholson</i>			Date Approved	3/17/10
2.	<b>Resource Manager</b> (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 Hoopes</i>			Date Approved	3/18/10
	Signature (if using multiple restricted resources)				Date Approved	
3.	<b>Network or Executive Officer</b>					
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
	Signature	<i>Jane Nicholson</i>			Date Approved	3/17/10
4.	<b>Cabinet</b> (CAO, CCA, CFO, CSO, Assist. Sup. Facilities)					
	Signature	<i>Rosa Maren</i>			Date Approved	3/24/10
5.	<b>Superintendent, Board of Education or State Administrator</b> (Signature on the legal contract)					
<b>Legal Required if not using standard contract</b>		Approved	Denied - Reason		Date	
<b>Procurement</b>		Date Received	PO Number			

