

Board Office Use: Legislative File Info.	
File ID Number	10-1665
Introduction Date	6-14-10
Enactment Number	10-1243
Enactment Date	6-23-10



OAKLAND UNIFIED
SCHOOL DISTRICT

every student. every classroom. every day.

Memo

To

Board of Education

From

Anthony Smith, Ph.D., Superintendent

Board Meeting Date
(To be completed by
Procurement)

6-23-10

Subject

Professional Services Contract Amendment -
Carrie Banks, of Oakland, CA (Contractor, City, State) -
727 / St. Andrew - 950 / State & Federal (site/department)

Action Requested

Ratification by the Governing Board of the amendment to the professional services contract between Oakland Unified School District and Carrie Banks, of Oakland, CA, Services to be primarily provided to 727 / St. Andrew - 950 / State & Federal for the period of 10/05/2009 through 06/30/2010, in an amount not to exceed \$34,100.00.

Background

A one paragraph explanation of why an amendment is needed.

OUSD is required by federal law to allow private non-profit schools to participate in the OUSD Title II Part A Program. Schools that choose to participate are provided with "fair and equitable" Title II Part A services after they have complied with program requirements. After consultation with the private school to reach agreement on the type of professional development services to be provided, the OUSD Private Schools Program administers the agreed upon professional development services.

Discussion

One paragraph summary of the amended scope of work.

The consultant will provide professional development services for school site instructional and administrative staff. The consultant will provide ongoing professional development services that enable instructional staff to provide more effective instructional programs and improve student academic achievement in core curriculum areas (focus on English Language Arts and/or Mathematics).

Recommendation

Ratification by the Governing Board of the amendment to the professional services contract between Oakland Unified School District and Carrie Banks, of Oakland, CA, Services to be primarily provided to 727 / St. Andrew - 950 / State & Federal for the period of 10/05/2009 through 06/30/2010, in an amount not to exceed \$34,100.00.

Fiscal Impact

Funding resource name (please spell out) Title IIA
not to exceed \$34,100.00

Attachments

- Contract Amendment
- Copy of original contract



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD)
and Carrie Banks (CONTRACTOR). OUSD entered into an Agreement
with CONTRACTOR for services on 10/5, 2009, 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>Provide additional 110 hours @\$100 an hour and consultant will provide a maximum of 341 hours of services</u> _____ _____	
2.	Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> . <input checked="" type="checkbox"/> The term of the contract has <u>changed</u> . If the term has changed: The contract term is extended by an additional <u>110 hours</u> (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 checked="" type="checkbox"/> Increase of \$ <u>11,000.00</u> to original contract amount <input type="checkbox"/> Decrease of \$ _____ to original contract amount and the new contract total is <u>Thirty-four thousand and one hundred</u> dollars (\$ <u>34,100.00</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

5/21/10

CONTRACTOR

Contractor Signature

Date

Carrie Banks, Consultant

CERTIFIED:

Date

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

Rev. 08/20/09

Contract No. _____

P.O. No. P1007433

Board Office Use: Legislative File Info.	
File ID Number	<u>10-1663</u>
Introduction Date	<u>6-14-10</u>
Enactment Number	<u>10-1243</u>
Enactment Date	<u>6-23-10</u>

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

The consultant will provide professional development services for school site instructional and administrative staff. The consultant will provide ongoing professional development services that enable instructional staff to provide more effective instructional programs and improve student academic achievement in core curriculum areas (focus on English Language Arts and/or Mathematics).

SCOPE OF WORK

Contractor Name:

_____ Carrie Banks _____ will provide a maximum of 341 hours of services at a rate of \$ 100.00 per hour for a total not to exceed \$ 34,100.00. Services are anticipated to begin on 10/05/2009 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?

See Exhibit A, Scope of Work attached!

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.)

See Exhibit A, Scope of Work attached!

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.

Exhibit A, Scope of Work

2009-2010

Contractor Name: Carrie Banks
St. Andrew Missionary Baptist Church School

Nature of Work:

Provide accelerated professional development program focusing on developing comprehensive and well designed instructional programs linked with effective use of assessment data and instructional strategies & techniques. Program will consist of night classes and after-school conferences with teachers.

Consultant will provide a maximum of 341 hours of service at a rate of \$100 per hour for a total not to exceed \$34,100.00

Amendment: Additional 110 hours @ \$100.00 for a total for \$11,000.00. New contract not to exceed \$34,100.00

All training sessions will take place after school (evenings) and consultant will have no contact with students.

Deliverables:

- Provide regularly scheduled staff professional development training classes
- Provide resource information for school staff
- Provide after-school conferences with teachers (as needed)
- Meet with principal to discuss effectiveness of trainings and plan follow-up activities by principal

Goals:

- Develop classroom teaching strategies for assessment-based cognitive approaches to preparing, implementing and evaluating an effective instructional program.
- School staff gains better understanding of classroom literacy support activities
- School staff gains better understanding of all components of an effective instructional program
- School staff implements effective literacy instructional program
- Administrators understand and provide improved instructional program support.

Requisition No. ROM 4434

P.O. No. _____

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

- ☒ Copy of original contract
- ☒ Contract amendment packet including Board Memo and Contract Amendment Form
- ☒ Revised Scope of Work – Evidence of why additional funds are needed
- ☐ 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: nai.schao@ousd.k12.ca.us

Contractor Information

Contractor Name	Carrie Banks	Agency's Contact	Self				
OUSD Vendor ID #	1001170	Title	Instructor				
Street Address	2618 West Street	City	Oakland	State	CA	Zip	94612
Telephone	(510) 465-8023	Email	cmb_slater@yahoo.com				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 23,100.00	Original PO Number	P1007433
Amended Amount	\$ 11,000.00	New Requisition #	R0004434
New Contract Total	\$ 34,100.00		

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
4035	Title IIA	7274851204	5825	\$ 11,000.00
				\$
				\$

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	William Nownes	Ext.	8095	Fax	8098
	Site / Department	727 / St. Andrew - 950 / State & Federal					
	Signature	<i>William Nownes</i>		Date Approved	5/25/10		
2.	Resource Manager, if using funds managed by: <input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> School Portfolio Management <input type="checkbox"/> Complementary Learning / After School Programs						
	Signature	<i>William Nownes</i>		Date Approved	5/25/10		
	Signature (if using multiple restricted resources)			Date Approved			
3.	Network or Executive Officer						
	Signature			Date Approved			
4.	Cabinet (CAO, CCA, CFO, CSO, Assist. Sup. Facilities)						
	Signature	<i>William Nownes</i>		Date Approved	5/27/10		
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	10-0585
Introduction Date	5/17/10
Enactment Number	76-0779
Enactment Date	5/26/10



OAKLAND UNIFIED
SCHOOL DISTRICT

every student every classroom every day

Memo

To Board of Education

From Anthony Smith, Ph.D., Superintendent

Board Meeting Date
(To be completed
by Procurement) _____

Subject Professional Services Contract
Carrie Banks Oakland CA (Contractor, City, State) -
727 - St. Andrew / 950 - State and Federal Compliance (site/department)

Action Requested Ratification by the Governing Board of a professional services contract between Oakland Unified School District and Carrie Banks.
Services to be primarily provided to 727 - St. Andrew / 950 - State and Federal Compliance for the period of 10/05/2009 through 06/30/2010.

Background
A one paragraph explanation of why the consultant's services are needed. OUSD is required by federal law to allow private non-profit schools to participate in the OUSD Title II Part A Program. Schools that choose to participate are provided with "fair and equitable" Title II Part A services after they have complied with program requirements. After consultation with the private school to reach agreement on the type of professional development services to be provided, the OUSD Private Schools Program administers the agreed upon professional development services.

Discussion
One paragraph summary of the scope of work. The consultant will provide professional development services for school site instructional and administrative staff. The consultant will provide ongoing professional development services that enable instructional staff to provide more effective instructional programs and improve student academic achievement in core curriculum areas (focus on English Language Arts and/or Mathematics).

Recommendation Ratification by the Governing Board of a professional services contract between Oakland Unified School District and Carrie Banks.
Services to be primarily provided to 727 - St. Andrew / 950 - State and Federal Compliance for the period of 10/05/2009 through 06/30/2010.

Fiscal Impact Funding resource name (please spell out) Title IIA
not to exceed \$23,100.00.

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 Carrie Banks (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 10/05/2009, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$72,400 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$72,400, whichever is later. The work shall be completed no later than 06/30/2010.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Twenty-three thousand and one hundred Dollars (\$ 23,100.00). 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: NA.

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: NA which shall not exceed a total cost of \$ 0.00.

6. CONTRACTOR Qualifications / Performance of Services.

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

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

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

OUSD Representative:Name: William NownesSite /Dept.: 727 - St. Andrew / 950 - State and Federal Compliance

Address: _____

Oakland, CAPhone: 879-8095**CONTRACTOR:**Name: Carrie BanksTitle: InstructorAddress: 2618 West StreetOaklandCA94612Phone: (510) 465-8023

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

8. Invoicing

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

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

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

10. Insurance:

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

Check one of the boxes below:

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

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

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

OR

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

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

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

Contractor initial: 

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

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

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

Summary of terms and compensation:

Anticipated start date: 10/05/2009

Work shall be completed by: 06/30/2010

Total Fee: \$ 23,100.00

OAKLAND UNIFIED SCHOOL DISTRICT

☐ President, Board of Education

☐ Superintendent

Secretary, Board of Education

2/12/10
Date

5/27/10
Date

CONTRACTOR

Carrie Banks
Contractor Signature

1/4/2010
Date

Carrie Banks
Print Name, Title

Instructor

Board Office Use: Legislative File Info.	
File ID Number	10-0585
Introduction Date	5/17/10
Enactment Number	10-6779
Enactment Date	5/26/10

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.

The consultant will provide professional development services for school site instructional and administrative staff. The consultant will provide ongoing professional development services that enable instructional staff to provide more effective instructional programs and improve student academic achievement in core curriculum areas (focus on English Language Arts and/or Mathematics).

SCOPE OF WORK

Carrie Banks will provide a maximum of 231.00 hours of services at a rate of \$ 100.00 per hour for a total not to exceed \$ 23,100.00.

Services are anticipated to begin on 10/05/2009 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.

See Exhibit A, Scope of Work attached!

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?

See Exhibit A, Scope of Work attached!

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.

ACORD <small>TM.</small> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/11/2009
PRODUCER Phone: 510-465-3993 Fax: 510-465-1566 KHOE & ASSOCIATES INSURANCE SERVICES 328 15TH ST. OAKLAND CA 94612		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
Agency Lic#: 0D06528		INSURERS AFFORDING COVERAGE
INSURED CARRIE BANKS 2818 WEST STREET OAKLAND CA 94612		NAIC # INSURER A: THE HARTFORD WC INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
A		GENERAL LIABILITY	57SBMVA7355	12/11/09	12/11/10	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000			
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person) \$ 10,000			
	<input type="checkbox"/>					PERSONAL & ADV INJURY \$ 1,000,000			
	<input type="checkbox"/>					GENERAL AGGREGATE \$ 2,000,000			
	<input type="checkbox"/>					PRODUCTS-COMP/OP AGG. \$ 2,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:								
	<input type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
		AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/>	ANY AUTO							BODILY INJURY (Per person) \$
<input type="checkbox"/>	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$				
<input type="checkbox"/>	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$				
<input type="checkbox"/>	HIRED AUTOS								
<input type="checkbox"/>	NON-OWNED AUTOS								
	GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT \$			
<input type="checkbox"/>	ANY AUTO				OTHER THAN EA ACC \$				
<input type="checkbox"/>					AUTO ONLY: AGG \$				
	EXCESS / UMBRELLA LIABILITY					EACH OCCURRENCE \$			
<input type="checkbox"/>	OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$				
<input type="checkbox"/>					\$				
<input type="checkbox"/>	DEDUCTIBLE				\$				
<input type="checkbox"/>	RETENTION \$				\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS <input type="checkbox"/> OTHER			
<input type="checkbox"/>	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$				
<input type="checkbox"/>	<small>If yes, describe under SPECIAL PROVISIONS below</small>				E.L. DISEASE-EA EMPLOYEE \$				
<input type="checkbox"/>					E.L. DISEASE-POLICY LIMIT \$				
	OTHER:								

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

THE OAKLAND UNIFIED SCHOOL DISTRICT IS NAMED AS AN ADDITIONAL INSURED WITH RESPECT TO CONTRACT FOR SERVICES (MANAGEMENT CONSULTANT).

10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

THE OAKLAND UNIFIED SCHOOL DISTRICT
1025 2ND AVENUE
OAKLAND CA 94606

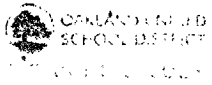
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Attention: **RISK MANAGEMENT**

6092



PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2009-2010

Basic Directions

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

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

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract 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 type="checkbox"/> Statement of qualifications (organization); or resume (individual consultant)
	<input 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

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

Contractor Information

Contractor Name	Carrie Banks	Agency's Contact	Self
OUSD Vendor ID #	1001170	Title	Instructor
Street Address	2618 West Street	City	Oakland State CA Zip 94612
Telephone	(510) 465-8023	Email	cmb_slater@yahoo.com
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	10/05/2009	Date work will end	06/30/2010	Other Expenses	
Pay Rate Per Hour (required)	\$ 100.00	Number of Hours	231.00	Total Contract Amount	\$23,100.00

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
4035	Title IIA	727 4851 204	5825	\$ 23,100.00
			5825	\$
			5825	\$
Requisition No. R0003081		Total Contract Amount		\$ 23,100.00

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	William Nowmes	Phone	879-8095	
	Site / Department	727 - St. Andrew / 950 - State and Federal Compliance			Fax	879-8098
	Signature	<i>William Nowmes</i>			Date Approved	12/11/09
2.	Resource Manager, if using funds managed by: <input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> School Portfolio Management <input type="checkbox"/> Complementary Learning / After School Programs					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature	<i>William Nowmes</i>			Date Approved	12/11/09
3.	Network or Executive Officer					
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
4.	Cabinet (CAO, CCA, CFO, CSO, Assist. Sup. Facilities)					
	Signature				Date Approved	
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		