

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	09-0797
Introduction Date	03.31.09
Enactment Number	
Enactment Date	



OAKLAND UNIFIED  
SCHOOL DISTRICT

expect Success

every student. every classroom. every day.

# Memo

**To** Board of Education  
**From** Roberta Mayor, Superintendent  
**Board Meeting Date** April 8, 2009  
**Subject** Professional Services Contract - Performance Fact, Inc. (contractor)  
 - 101/ Allendale Elementary (site/department)

**Action Requested** Approval of professional services contract between Oakland Unified School District and Performance Fact, Inc. Services to be primarily provided to 101/ Allendale Elementary for the period of Apr 9, 2009 through Jun 30, 2009.

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

Performance Fact is an organization whose mission is to help schools study their data, make action plans to address their school's needs and build leadership within the school to own the process of change.

**Discussion**  
 One paragraph summary of the scope of work.

Performance Fact is a recognized provider of leadership training that develops a team to lead a school through the change process. The approval of contracted services will support academic change for our students through focusing our work as educators on improving our instructional practices.

**Recommendation** Approval of professional services contract between Oakland Unified School District and Performance Fact, Inc. Services to be primarily provided to 101/ Allendale Elementary for the period of Apr 9, 2009 through Jun 30, 2009.

**Fiscal Impact** Funding source PI-EIA not to exceed \$ 15,000.00

**Attachments**

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

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM

## Basic Directions

Additional directions and related documents are in the *School Operations Library* into *Intranet* card #12 on the

**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 met Fingerprinting/Criminal Background Certification requirements and has OUSD Vendor Number.
- Contractor and OUSD contract originator complete the contract packet together.
- 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 checked="" type="checkbox"/> Additional documentation (such as page from SPSA) for use of restricted resources
	<input checked="" type="checkbox"/> Fingerprint /Criminal Background Investigation Certification and documentation. HRSS Pre-Consultant Screening letter (independent consultant) or letter from organization certifying completion of requirement.
	<input checked="" type="checkbox"/> Proof of negative tuberculosis status within past 4 years
	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance or completed Waiver Request Form if eligible
	<input checked="" type="checkbox"/> Statement of qualifications (organization) or resume (independent consultant)

## Contractor Information

Contractor Name	Performance Fact, Inc.	Agency's Contact	Mutui Fagbayi			
OUSD Vendor ID #	02229	Title	President/ CEO			
Street Address	333 Hegenberger Rd., Suite 250	City	Oakland	State	CA	Zip 94621
Telephone	510.568.7944	Email	contact@performancefact.com			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

Date work will begin	Apr 9, 2009	Date work will end	Jun 30, 2009	Other Expenses	
Pay Rate Per Hour (required)	\$125.00	Number of Hours	12	Total Contract Amount	\$ 15,000.00

## Budget Information

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

Requisition Number	R0904804	Total Contract Amount	\$ 15,000.00		
Resource #	Resource Name	Org Key	Object Code	Amount	
3185	PI-LEA	1013185101	5825	\$ 15,000.00	
			5825	\$	
			5825	\$	

## 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	Steven Thomasberger	Phone	879.1010	Fax	879.1019
	Site / Department	101/ Allendale Elementary					
	Signature	<i>Steven Thomasberger</i>			Date Approved	3/2/09	
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> School Portfolio Management <input type="checkbox"/> Complementary Learning / After School Programs						
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)						
	Signature	<i>[Signature]</i>			Date Approved	3/16/09	
3.	Network or Executive Officer						
	<input checked="" type="checkbox"/> Contract packet is complete, including verification of completion of Fingerprinting / Criminal Background Check						
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site						
4.	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work						
	Signature	<i>Arason H. Casanueva</i>			Date Approved	3/9/09	
	Cabinet (CAO, CCA, CFO, CSO, Assist. Sup. Facilities)						
5.	Signature	<i>[Signature]</i>			Date Approved	3/11/09	
	Superintendent, Board of Education or State Administrator Signature on the legal contract						
Legal Required if not using standard contract	Approved		Denied - Reason		Date		
Procurement	Date Received		PO Number				

## PROFESSIONAL SERVICES CONTRACT

This Agreement is entered into between the Oakland Unified School District (OUSD) and Performance Fact, Inc.

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

1. **Services:** The CONTRACTOR shall provide the services as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Terms:** CONTRACTOR shall commence work on Apr 9, 2009. The work shall be completed no later than Jun 30, 2009.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed fifteen thousand Dollars (\$ 15,000.00). 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: \_\_\_\_\_

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

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

4. **Submission of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
  - Signed Agreement
  - Workers' Compensation Certification
  - Fingerprinting/Criminal Background Investigation Certification
  - Tuberculosis Clearance – Test Showing Negative Results
  - Insurance Certificates and Endorsements
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of the Agreement *except*: \_\_\_\_\_
6. **CONTRACTOR Qualifications / Performance of Services.**
  - a. **CONTRACTOR Qualifications.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.
  - b. **Standard of Care.** CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
7. **Notices/Invoicing:** 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: Steven Thomasberger

Site /Dept: Allendale Elementary School

Address: 3670 Penniman Avenue

Oakland, CA 94619

Phone: 879.1010

**CONTRACTOR:**

Name: Performance Fact, Inc.

Title: President/ CEO

Address: 333 Hegenberger Rd., Suite 250

Oakland

CA

94621

Phone: 510.568.7944

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

**Professional Services Contract**

8. **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.
9. **Insurance:**
- a. 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.
    - ii. CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance is attached. Inclusion of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
    - iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

- b. 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.
10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
12. **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).
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.

- 18. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to CONTRACTOR's performing of any portion of the Services.
- 19. **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.
- 20. **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:
  - a. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - b. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
- 21. **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.
- 22. **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.
- 23. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.
 


CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD of this information.
- 24. **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.
- 25. **Litigation:** If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. This Agreement shall be performed in Oakland, CA and is governed by the laws of the State of California.
- 26. **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.
- 27. **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.
- 28. **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.
- 29. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

**OAKLAND UNIFIED SCHOOL DISTRICT**

**CONTRACTOR**

- President, Board of Education \_\_\_\_\_ Date \_\_\_\_\_
- State Administrator \_\_\_\_\_
- Interim Superintendent \_\_\_\_\_

  
 Contractor Signature \_\_\_\_\_ Date 3/4/9  
 Mutiu Fagbajobi  
 Print Name, Title \_\_\_\_\_

Secretary, Board of Education \_\_\_\_\_ Date \_\_\_\_\_

Board Office Use: Legislative File Info:	
File ID Number	09-0797
Introduction Date	03.31.09
Enactment Number	
Enactment Date	

## EXHIBIT "A" Scope of Work

### DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

#### Directions

This page includes a template to assist with creation of a basic scope of work. If you complete this contract electronically some of the fields in this template will fill-in automatically. Use of this template is not required. If you choose not to use this template please ensure that your scope of work addresses all of the areas identified in the template.

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.]

### SCOPE OF WORK

**Contractor Name:** [Contractor Name] Performance Fact, Inc.

[Contractor name] will provide a maximum of 12 hours of services at a rate of \$125.00 per hour for a total not to exceed \$ 15,000.00.

#### 1. Goals or Objectives

What are you trying to achieve with this contract? What are the goals of your partnership?

Strengthen the capacity of the principal and the instructional leadership team in successful implementation of school site plan

#### 2. Description of Services to be Provided

Please provide a one or two paragraph description of the services the contractor will provide. Be specific.

Consultant will provide analysis of current state of student learning and professional practices; compose standards-driven goals and align professional practices; execute a work plan with clear deliverables and accountability for results; focus professional learning and collaboration on the goal; monitor progress and assess the impact of professional practices

#### 3. Deliverables

List the specific things the contractor will deliver as a result of this contract. Deliverables should be measurable.

On site facilitator-lead workshop with administrator, coaches, and leadership team; technical support and coaching to build capacity of the principal and coaches to facilitate the leadership team in using Eye on the Goal; assessments of impact of program implementation on professional practices and student learning.

#### 4. 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. Attach the relevant page of the SPSA with the action item highlighted.

#### Action Item:

To assist teachers in analyzing data and developing their practice

Notice: This page includes two separate forms.

Directions:

Consultant Type	Directions
Contractors with employees	<ul style="list-style-type: none"> <li>✓ Complete Workers' Compensation Certification below</li> <li>✓ Attach proof of general liability and workers' compensation insurance</li> </ul>
Contractors with no employees	<ul style="list-style-type: none"> <li>✓ Complete Workers' Compensation Certification below</li> <li>✓ Either attach proof of general liability insurance or, if eligible, complete request for waiver below.</li> </ul>

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

Check only one of the boxes below.

<input checked="" type="checkbox"/> I am 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 I will comply with such provisions before commencing the performance of the Work of this Contract.	<input type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of California.
---	--

CONTRACTOR Name: Performance Fact, Inc.

Contractor Signature: *Mutia O. Jagbayan* Date: 3/4/9

Print Name and Title: Mutia O. JAGBAYAN

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with OUSD prior to performing any Work under this Contract.)

**GENERAL LIABILITY INSURANCE WAIVER REQUEST FORM**

<p>The following conditions must be satisfied in order to qualify for a waiver of Oakland Unified School District's requirement of general liability insurance requirement:</p> <ol style="list-style-type: none"> <li>1. Contract is for less than \$50,000</li> <li>2. Contractor is a sole proprietor with no employees</li> <li>3. Good history with the District. If the contractor has worked with OUSD in the past they received a good evaluation and there were no prior complaints, problems or injuries from prior contracts.</li> </ol>
---

I request a waiver of the general liability insurance requirement. I certify that I meet the above criteria.

CONTRACTOR Name: Performance Fact, Inc.

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

**Directions**

The contractor must sign below to certify that they have completed the Fingerprint/Criminal Background check requirements and attach the appropriate letter:

- **Contractors with more than one employee providing direct services:** Contractors are required to provide a signed letter on letterhead affirming that they have met the requirements outlined below. Fingerprint results must either have been issued in current fiscal year OR you must verify in the letter that you request and monitor subsequent arrest records for each employee.

The letter must include:

1. List of employees who will be working on site
2. ATI number and date of fingerprint clearance for each employee (see above)
3. Affirmation that these employees have been fingerprinted and have negative tuberculosis tests

- **Sole (Independent) Contractors:** Individual consultants must complete the HRSS Pre-Consultant Screening process annually. This process may include fingerprinting, checking rehire eligibility and review of scope of work. Contractors must provide a copy of the letter they receive from HRSS affirming that they have completed this screening in the current academic year.

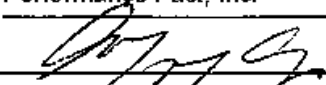
*[To initiate this process the principal or hiring manager must email their HRSS Generalist the consultant's name, email, phone number, if possible cell phone number, and prior history with OUSD. The email subject should read "Pre-Consultant Screening Request." HRSS will contact the independent consultant with directions to complete the Pre-Consultant Screening Process. See directions posted on the Site Operations library.]*

---

**[TO BE COMPLETED BY CONTRACTOR OR CONTRACTOR'S AUTHORIZED REPRESENTATIVE.]** 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 fingerprint results for each of its Employees within the current fiscal year or, where Contractor received fingerprint results in previous fiscal years, Contractor has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this Agreement. A complete and accurate list of all Employees who may come in contact with OUSD pupils during the course and scope of the Agreement is attached hereto."

I am a duly authorized representative of CONTRACTOR entering into this Agreement with OUSD and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of CONTRACTOR.

CONTRACTOR Name: Performance Fact, Inc.

Contractor Signature:  Date: 3/4/9

Print Name and Title: Mutile Faqbayi



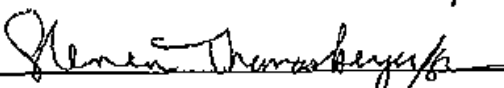
# Consultant Fingerprint/Criminal Background Check Waiver Request


**Directions**

The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check. The OUSD contract originator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require Cabinet level approval (CFO, CSO, CCA, CAO or Assistant Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

Contractor Name	<u>PERFORMANCE FACT, INC.</u>
Contract Originator Name	<u>Steven Thomasberger</u>
Contract Originator Site or Department	<u>Allendale Elementary School</u>
Which sites or locations will the contractor be working at?	<u>Allendale Elementary School</u>
<p><b>TB Clearance Requirement</b></p> <p><i>Proof of negative TB status is required for all consultants who will be working with OUSD students or staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one time speaker.</i></p> <p><b>How is this contractor going to meet the TB clearance requirement?</b></p> <p><input checked="" type="checkbox"/> Proof of TB clearance is in the contract packet    <input type="checkbox"/> TB Waiver requested</p>	

**[TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.]** CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))

OUSD Representative's Name	<u>Steven Thomasberger</u>	Title	<u>Principal</u>
OUSD Representative's Signature	<u></u>	Date	<u>3/6/09</u>

<b>Approval</b> Cabinet Level approval required (CFO, CSO, CCA, CAO or Assistant Superintendent)			
Approver Name	<u>Ronald Stun</u>	Title	<u>CAO</u>
Approver Signature	<u></u>	Date	<u>3/11/09</u>