SAN LEANDRO UNIFIED SCHOOL DISTRICT
# CONTRACTED SERVICES AGREEMENT

INSTRUCTIONS:

1. Submit Contracted Services Agreemcnt to Assistant Superintendent, Educational Services, for Board Approval at least 1 month prior to services.
2. Forms must be completed with all required signatures and have Board approval before the consultant/independent contractor can perform services for the District. (Requests submitted after services are performed will jeopardize payment.)
3. Clearances must be obtained with Human Resources Dept. (if applicable) prior to the start of services. Educational Services will facilitate this with HR once the contract is received.

Requested by/ Colleen Palia (SLUSD) Print Name / Colleen G Palia Signature 7-18-17 Date

Name of Consultant/Organization: Oasis Center – Andrew P. Pojman, Ed.D.

1844 San Miguel Dr., Suite 311 Address | Walnut Creek City | CA State | 94596 Zip

925-944-1800 #3 Telephone Number | 925-944-0684 Fax Number | apojman@pacbell.net Cell # or E-Mail Address

SCOPE OF WORK: To provide a full psycho-educational evaluation for one SLUSD student.

LOCATION OF SERVICES: Bancroft

DATE(S) OF SERVICE: 8/2/17 - 10/31/17

ESTIMATED COST: not to exceed $5,000.00 (and/or hourly) Rate: $250

NAME OF PROGRAM: Special Services Department

BUDGET NUMBER: 010-5809-6500-5001-2100-049-49—441 (or ASB funds )

Administrator/Program Manager Approval:

Colleen Palia Print Name / Colleen G Palia Signature / Date: 7-18-17

Consultant/Contractor:

Andrew P. Pojman/Oasis CENTER Print Name / Andrew Pojman Signature / Date: 7-24-17

Business Manager: Initial: _____ Date: _____ Human Resources: Initial: _____ Date: _____

The Contracted Services Agreement must include the following before going to Purchasing Dept. for processing. Check off and attach all documentation that applies.

___ BOARD APPROVAL DATE: _____
___ Clearances with Human Resources: ( ) Fingerprinting ( ) TB
___ Add as Vendor ___ W-9 Tax Form ___ EDD form (Employment Development Dept.)
___ Copy of Requisition ___ Invoice Attached

*Note: District staff cannot be employed as a consultant/independent contractor.*

Distribution:
___Assistant Superintendent, Educational Services ___Human Resources ___Purchasing Department



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# REQUIRED CERTIFICATIONS AGREEMENT
# BETWEEN SAN LEANDRO UNIFIED SCHOOL DISTRICT
# AND Andrew P. Rogers / Oasis Center

All providers of services to the San Leandro Unified School District ("District") are required to comply with the terms and conditions of this Required Certifications Agreement ("Agreement"), which is incorporated into and made a material condition and provision of all agreements for services. Failure to comply with these terms and conditions constitutes grounds for immediate termination of any agreement for services between any Agency/Consultant/Contractor (hereafter referred to as "Consultant") and the District. The undersigned Consultant has the responsibility to make a reasonable determination of whether an employee/agent/volunteer/subconsultant and/or other authorized representative (each, a "Consultant provider") will have more than limited contact with pupils, and therefore requires a criminal background check. To make this determination, Consultant shall consider the totality of the circumstances, including factors such as the length of time the person will be on school grounds, whether the person will be in proximity with pupils, and whether the person will be alone on school grounds or will be constantly supervised by a person who has passed a criminal background check. As an example, note that any counselor, instructor or care provider in a group or individual setting will be considered to have "more than limited contact."

**Criminal Background Clearance:** Consultant shall, in connection with each Consultant provider comply with the provisions of Education Code §45125.1, including, but not limited to obtaining clearance from both the California Department of Justice (CDOJ) and the Federal Bureau of Investigation prior to providing Services to any District student. Consultant shall not permit any Consultant provider to have any direct contact with District pupils or families until after Consultant certifies in writing to the District that such Consultant provider has not been convicted of a violent or serious felony, as contemplated in the Education Code. Consultant shall also make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2.

**Tuberculosis Clearance:** Each Consultant provider must show evidence of negative tuberculosis (TB) test results, as described in, and within the timeline prescribed by, Education Code §49406, before having contact with District students or families. Consultant shall maintain on file the certificates from the examining physicians and surgeons showing that each Consultant provider was examined and found free from active tuberculosis. These forms must be maintained and updated by Consultant, and be available to the District or any designated agency upon request or audit.

**Cost:** Consultant shall be responsible for all costs related to fingerprinting and TB testing. Consultant shall provide the District with Certifications, in the form attached to this Agreement (Page 2), covering each and every Consultant provider.

**Effective Date:** This agreement shall be dated and in full force and effect on the date signed by the District, as indicated below.

**No Other Changes:** All provisions of this Agreement not specifically changed herein remain in full force and effect. This Agreement, constitutes the full agreement and understanding of the Parties with respect to the matters therein and herein contemplated.

**Execution:** The person(s) executing this Agreement on behalf of the Consultant warrants and represents that Consultant has vested authority on such person(s) to execute and deliver this Agreement and to perform the services contemplated hereunder and further agrees that this Agreement is a material condition of any and all agreements for services between Consultant and the District.

**Company Name:** Oasis Center

Andrew P. Rogers

**[Authorized Representative]**

**For the SLUSD:**

_____

**[Superintendent or Designee]**



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Title: Psychologist Title: _____

Date: 7-24-17 Date: _____

**REQUIRED CERTIFICATIONS AGREEMENT - Page 2: Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracting Services**

I certify that each of the persons below meets all of the requirements as described on Page 1 of the Required Certifications Agreement. If necessary, additional persons may be added to this agreement on attached pages labeled Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracted Services and shall meet all of the requirements specified in this agreement.

I certify that none of my employees/agents/volunteers/subconsultants, contractors, or representatives will have any contact with students prior to passing the criminal background checks and tuberculosis screening required by this Agreement.

| Name | Fingerprint Clearance Date | TB Clearance Date |
|---|---|---|
| Andrew P. Pojman | 3/17/15 | 3/17/15 |
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By signing below on behalf of Consultant, I certify that I am an authorized signatory and that the information provided herein as "Required Certifications" is true and accurate. I further acknowledge that during the term of this Agreement, if I learn of additional information which differs from the responses provided above, or if I engage additional employees/agents/volunteers, I promise to forward this additional information to the District immediately.

**Legal Name of Consultant/Contractor:** Andrew P. Pojman

By: Andrew P Pojman Date: 7-24-17

(authorized signatory)

Name: Andrew P. Pojman Title: Psychologist



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