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File ID Number	13-0227
Introduction Date	2-13-13
Enactment Number	13-0330
Enactment Date	2/13/13 02



Community Schools, Thriving Students

Memo

То

From

Tony Smith, Ph.D., Superintendent By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date (To be completed by Procurement)

2/13/13

The Board of Education

Subject	Professional Services Contract -						
	Latrice Thomas Oakland CA (contractor, City State)						
	Nutrition Services (site/department)						
Action Requested	Ratification of a professional services contract between Oakland Unified School District and Latrice Thomas Services to						
be primarily provided to <u>Nutrition Services</u> for th							
Background A one paragraph explanation of why the consultant's services are needed.	OUSD Nutrition Services in partnership with The East Bay Asian Youth Center (EBAYC), hired Ms. Thomas to operate the Oakland Fresh School Produce Market at PLACE at Prescott Elementary School. Ms. Thomas was supposed to be paid by Nutrition Services via BACR, the after-school provider at PLACE, however, due to a miscommunication, Ms. Thomas was not paid for her work last year.						
Discussion One paragraph summary of the scope of work.	A contract for services between OUSD and Latrice Thomas of Oakland, CA, for the latter to provide day to day operation of a weekly produce market including market set up, selling produce, recruiting volunteers, and breaking down the market on a weekly basis. This contract is for the period of 10/12/2011 to 06/06/2012 in an amount Not to Exceed \$2016.00.						
Recommendation	Ratification of professional services contract between Oakland Unified School District and Latrice Thomas Services to be primarily provided to Nutrition Services for the period of 10/12/2011 through <u>06/06/2012</u> .						
Fiscal Impact	Funding resource name (please spell out) Nutrition Services not to exceed \$2,016.00						
<ul> <li>Attachments</li> <li>Professional Services Contract including scope of work</li> <li>Fingerprint/Background Check Certification</li> <li>Commercial General Liability Insurance Certification</li> <li>TB screening documentation</li> <li>Statement of qualifications</li> </ul>							

Board Office Use Legislative File Info.						
File ID Number	13-0227					
Introduction Date	2-13-13					
Enactment Number	13-0330					
Enactment Date	2/13/130/0					



# **PROFESSIONAL SERVICES CONTRACT 2012-2013**

This Agreement is entered into between the Oakland Unified School District (OUSD) and Latrice Thomas (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.
- Terms: CONTRACTOR shall commence work on <u>10/12/2011</u>, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than <u>06/06/2012</u>.
- 3. Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed 2016.00 Dollars (\$2.016.00 ). 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: <u>168 hours of labor last year billed at \$12/hr</u>.

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.

 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 Representat	ive:	CONTRACTOR:	CONTRACTOR:						
Name: Jennifer Lel	Barre	Name Latrice Thomas	Name Latrice Thomas						
Site /Dept.:	Nutrition Services	Title: School Produce Mark	Title: School Produce Market Manager						
Address:		Address: 1589 12th Street,	Address: 1589 12th Street, Apt A						
Oakland, (		Oakland CA 9460							
Phone: (510) 434-3	334	Phone: (510) 987-6998	Phone: (510) 987-6998						

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. Commercial 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 Commercial 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. Endorsement 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 gualifications, 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).

### PRESCOTT ELEMENTARY

# OUSD FOOD SERVICES

### PAGE 88/10

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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 c this Agreement, in no event, shall OUSD be liable, regardless of whether any blam is based on contract or tort, for any special, consequential, indirect or event, shan were readed, regulates or whether any plant is based on contract or tort, for any special, consequential, indirect or incidential damages, including, but not limited to, last 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. CONTRA( "OR understands that student records are confidential and agrees to comply with all state and federal laws concerning the mainter lince and diaclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agr riment. Contractors will be permitted access to stillent data only where permissible under state and foderal law and only a ter executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. Conflict of Internst. CONT ACTOR shall ablde by and be subject to all applicable OUSD policies, regulation L statutes or other laws regarding conflict of interest, CONTRACTOR shall not hire any officer or employee of CIUSD to perform any se vice 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 it the event of charge in either private interest or services or infancial interest and the services provided under this Agreement, and it 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 femiliar with the provision: of section 1090 et seq. and section 87100 et seq. of the Government Cade of the State of California, and certifies that it does not thow of any facts which constitute a violation of sall provisiona. 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 i I writing.

- 25. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Purtles and supersedea all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amend id or modified only by a written instrument executed by both Parties.
- 26. Litigation: This Agreement shall be performed in California and is governed by the laws of the State of California. The Alameda County Superior (Fourt shall have jurisdiction over any state court litigation initiated to enforce or ir arpret this Agreement. If Itigation is initiated, the pre-falling party shall be entitled to reasonable attorney's lees and costs.
- 27. Contract Contingent on Poverning 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 CON (RACTOR absent formal approval. This Agraement shall be doemed 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 di 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 k 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.
- 31. Certification Regarding Debarment, Suspension, incligibility and Voluntary Exclusion: The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Reguistion Subpart 9.4, and by signing this contract, partifies that this vendor does not appear on the Excluded Parties List. (https://www.cols.gov/epis/search.do)

Summary of terms and compensation:

Anticipated start date: 10/12/2011	Work shall be completed by: 05/06/2012					
OAKLAND UNIFIED SCHOOL DISTRICT	N 1	CONTRACTOR				
President Board of Equention	2/14/13 Date	Contractor Signature				
Secretary, Board of Education	2/14/13	Latrice Thoma:- Print Name, Title				
File ID Number: $13-0227$ Introduction Date: $2/13/13$ Enactment Number: $13-035$ Enactment Date: $2/13/13$ By: $24$	30					

Rev 8/11/12 v1

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Total Fae: \$2, 15,00

# EXHIBIT "A" Scope of Work

# DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR'S entire Proposal is <u>not</u> 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 <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda - Must accurately align with scope of work below.

Ms. Thomas was responsible for the day to day operation of a weekly produce market serving families, students, and staff. This included setting up the market, selling produce, recruiting volunteers, and breaking down the market on a weekly basis.

# SCOPE OF WORK

Latrice Thomas will provide a maximum of <u>168.00</u> hours of services at a rate of <u>\$12.00</u> per hour for a total not to exceed <u>\$2,016.00</u>. Services are anticipated to begin on <u>10/12/2011</u> and end on <u>06/06/2012</u>.

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Ms. Thomas was responsible for the day to day operation of a weekly produce market serving families, students, and staff. This included setting up the market, selling produce, recruiting volunteers, and breaking down the market on a weekly basis.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Students, staff, and families of PLACE @ Prescott School had increased access to fresh, seasonal, local, affordable, and mainly organic produce in their neighborhood.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

Ensure a high quality instructional core	Prepare students for success in college ar
Develop social, emotional and physical health	Safe, healthy and supportive schools
Create equitable opportunities for learning	Accountable for quality
High quality and effective instruction	Full service community district

## Professional Services Contract

0	ment with Single Plan for Student Achievement (required if using State or Federal Funds)
Please	select:
Ac	tion Item included in Board Approved SPSA (no additional documentation required) – Action Item Number:
	tion Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager her 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", 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.
	Please Acc eitl 1. 2. 3.



**Excluded Parties List System** 

Search Results Excluded By Individual : Latrice Thomas as of 18-Oct-2012 2:55 PM EDT

Your search returned no results.



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

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	Add	tional dimat		I related		Direc		nn tilha		(Calua and a	140	
Additional directions and related documents are in the School Operations Library (http://intranet.ousd.k12.ca.us)												
<ol> <li>Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.</li> <li>Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.</li> <li>Ensure contractor meets the <u>consultant requirements</u> (including The Excluded Party List, Insurance and HRSS Consultant Verification)</li> <li>Contractor and OUSD contract originator complete the contract packet together and attach required attachments.</li> <li>Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement.</li> </ol>												
Attachment					IRSS Pre-Consulta							
Checklist  For individual consultants: Proof of negative tuberculosis status within past 4 years.  For All Consultants: Results page of the Excluded Party List ( <u>https://www.epls.gov/epls/search.do</u> )  For All Consultants: Statement of qualifications (organization); or resume (individual consultant).  For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.  For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)												
OUSD Staff	Contac	t Emails abo	out this c	ontract sho	ould be sent to: (require	d) alex	andra.em	nott@o	usd.k12.c	a.us		
			1		Contract	or Info	rmation					
Contractor M	lame	Latrice	Thomas				cy's Conta	ct				
OUSD Vend	lor ID	100000				Title			arket Mar	ager for PLA	CE @ P	rescott
Street Addre	ess			et, Apt A		City	Oakland	t		State C	A Z	Zip 94607
Telephone			87-6998				(required)			gyahoo.com		
Contractor H	listory	Pre	eviously	been an	OUSD contractor?	Yes	No No	W	orked as a	an OUSD em	ployee?	🗌 Yes 📕 No
		Co	mpens	ation ar	nd Terms – Must	be wit	thin the C	DUSD	Billing G	uidelines	-11	
Anticipated	start d	ate	10/	12/2011	Date work will e	end	06/06/2	2012	Other I	Expenses	\$	
Pay Rate Pe	er Hou	ſ (required)	\$12.0	0	Number of Hou	ITS (requir	red)	168.00				
Resource	-	planning to n Resource	-	l a contraci	Budget t using LEP funds, ple			e and Fe	ederal Offic	ce <u>before</u> comp Object Code	leting req	uisition. Amount
9009	, m	Nutrition Se				895-30	1			5825	\$ 20	16.00
5005		Nutrition O	CI VICCO			/030-00				5825	\$	10.00
										5825	\$	
Requis	tion I	NO. (required)	R0	307916			Total Co	ntract	Amount			16.00
					roval and Routing	(in ord	er of app	roval st	teps)		+ 2,0	10.00
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.           OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (https://www.epls.gov/epls/search.do)												
Admin	istrato	r / Manager (	Originator	) Nam	e Jennifer LeBa	rre			Phone	(510) 434-3	334	
1. Site	/ Depa	rtment	4	10	Nutrition Service	es	Fax			(510) 434-2259		
Signati	lre	VO	hist	1 BIN	n			Date A	Approved	1117	112	
Resou	rce Ma	nager, if usin	g funds i	nanaged b	y: State and Federal	Quality,	Community, Se	chool Deve	elopment 🔲	amily, Schools, a	nd Commun	ity Partnerships
Sco	be of w	ork indicates	complian	t use of rea	stricted resource and	is in alig	nment with	school si	ite plan (SF	PSA)		and and a set
2. Signati	ure							Date A	Approved			
Signate	ure (if us	ing multiple rest	ricted reso	urces)				Date A	Approved			
Regional Executive Officer												
<ul> <li>3. Services described in the scope of work align with needs of department or school site</li> <li>Consultant is qualified to provide services described in the scope of work</li> </ul>												
Signature Date Approved												
4. Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under , Over \$50,000												
Signati		Van	m	4 91	Hal			Date A	pproved			
5. Superintendent, Board of Education Signature on the legal contract												
Legal Requi	red if no	ot using stand	lard cont	ract	Approved		Denied - F	Reason			Date	
Procurement Date Received PO Number				P	1305164		1-17-2013A					

Rev. 5/2012 3 W

THIS FORM IS NOT A CONTRACT