

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	12-1320
Introduction Date	6-13-12
Enactment Number	12-1584
Enactment Date	6-13-12 X2



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education  
Tony Smith, Ph.D., Superintendent

**From** By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date** 6-13-12  
(To be completed by Procurement)

**Subject** Professional Services Contract Amendment - 1  
Linda Todd Pleasanton CA (Contractor, City/State) -  
Deputy Superintendent Business & Ops (site/department)

**Action Requested** Ratification by the Governing Board of the amendment to the professional services contract between the District and Linda Todd. Services to be primarily provided to Deputy Superintendent Business & Ops for the period of 11/14/2011 through 06/30/2012, in an amount not to exceed \$ 9,000.00.

**Background**  
*A one paragraph explanation of why an amendment is needed.*

Due to the nature of this assignment, the consultant will work an additional 8 hours per week performing the functions as Audit Team Coordinator overseeing the full financial and compliance audit of the District's 2010-11 fiscal year audit.

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

Ratification by the Board of Education of Amendment No. 1 of the professional services contract between the District and Linda Todd, Pleasanton, CA, for the latter to provide an additional 66.00 hours performing the functions as Audit Team Coordinator overseeing the full financial and compliance audit of the District's 2010-11 fiscal year audit for the period of November 14, 2011 through June 30, 2012, in the amount of \$9,000.00, increasing the agreement from \$46,500.00, to a not to exceed amount of \$55,500.00.

**Recommendation** Ratification by the Governing Board of the amendment to the professional services contract between the District and Linda Todd. Services to be primarily provided to Deputy Superintendent Business & Ops for the period of 11/14/2011 through 06/30/2012, in an amount not to exceed \$ 9,000.00.

**Fiscal Impact** Funding resource name (please spell out) General Fund  
not to exceed \$ 9,000.00

**Attachments**

- Contract Amendment
- Copy of original contract

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**OAKLAND UNIFIED SCHOOL DISTRICT**

Community Schools, Thriving Students

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Linda Todd (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on November 14, 2011, and the parties agree to amend that Agreement as follows:

1. **Services:**     The scope of work is unchanged.                       The scope of work has changed.  
**If the scope of work has changed:** Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.  
 Revised scope of work attached. OR, The CONTRACTOR agrees to provide the following amended services:

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2. **Terms (duration):**     The term of the contract is unchanged.                       The term of the contract has changed.  
**If the term has changed:** The contract term is extended by an additional 66.0 Hours (days/weeks/months), and the amended expiration date is 06/30/2012.

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3. **Compensation:**     The contract price is unchanged.                       The contract price has changed.  
**If the compensation has changed:** The contract price is amended by  
 Increase of \$ 9,000.00 to original contract amount  
 Decrease of \$ \_\_\_\_\_ to original contract amount  
and the new contract total is Fifty-Five Thousand Five hundred dollars (\$55,500.00)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**  
 There are no previous amendments to this Agreement.     This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

James Gifford 5/30/12  
 President, Board of Education                      Date

Superintendent or Designee  
Edgar Rakesstraw, Jr. 6/14/12  
Edgar Rakesstraw, Jr., Secretary  
Board of Education                      Date

CONTRACTOR

Linda S. Todd 5/16/12  
Contractor Signature                      Date

Linda S. Todd, Consultant  
Print Name, Title



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 scope of work below.

Ratification by the Board of Education of Amendment No. 1 of the professional services contract between the District and Linda Todd, Pleasanton, CA, for the latter to provide an additional 66.00 hours performing the functions as Audit Team Coordinator overseeing the full financial and compliance audit of the District's 2010-11 fiscal year audit for the period of November 14, 2011 through June 30, 2012, in the amount of \$9,000.00, increasing the agreement from \$46,500.00, to a not to exceed amount of \$55,500.00.

SCOPE OF WORK

Linda Todd will provide a maximum of 462.00 hours of services at a rate of \$ 130.00 per hour for a total not to exceed \$9,000.00. Services are anticipated to begin on 11/14/2011 and end on 06/30/2012.

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.

The consultant will work an average of 20 hours per week performing the functions as Audit Team Coordinator overseeing the full financial and compliance audit of the District's 2010-11 fiscal year audit. In addition, the consultant will coordinate meetings with State Controller's Office (SCO), act as lead at the meetings, will contact district administrators and verify that requested documentation is provided to the SCO, review and monitor documentation of the SharePoint files. Consultant will handle all administration of the audit process and work closely with all Audit Team members.

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.

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

**4. 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", 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.
-

Board Office Use: Legislative File Info.	
File ID Number	12-0370
Introduction Date	1/25/12
Enactment Number	12-6147
Enactment Date	1-25-12



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

## Memo

**To** The Board of Education

**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)

1-25-12

VH

**Subject**

Professional Services Contract -  
Linda Todd Pleasanton CA (contractor, City State)  
Deputy Superintendent Business & Ops (site/department)

**Action Requested**

Ratification of a professional services contract between Oakland Unified School District and Linda Todd. Services to be primarily provided to Deputy Superintendent Business & Ops for the period of 11/14/2011 through 06/30/2012.

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

At its meeting on October 26, 2011, the Governing Board approved a contract with the State Controller's Office for a financial and compliance audit of the District for the 2010-11 fiscal year. The audit will take place from November 7, 2011 to approximately June 30, 2012. The District has not undergone a full audit since at least 2003. The objectives of the audit are to allow SCO to express an opinion on whether the District's financial statements are fairly presented and in accordance with generally accepted accounting principles and to review certain internal controls that may have a direct and material impact on financial statements.

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

The contractor is a certified public accountant who will serve as a liaison between the District departments and the State Controller's Office's staff for purposes of the full financial and compliance audit of the District of the 2010-11 fiscal year that will be conducted by the State Controller's Office. On an as needed basis through the term of the audit, the contractor will track, facilitate, follow-up and respond to communications and requests by the State's audit team to appropriate District personnel to help ensure that the requests are responded to timely and thoroughly.

**Recommendation**

Ratification of professional services contract between Oakland Unified School District and Linda Todd. Services to be primarily provided to Deputy Superintendent Business & Ops for the period of 11/14/2011 through 06/30/2012.

**Fiscal Impact**

Funding resource name (please spell out) General Fund  
not to exceed \$46,500.00

**Attachments**

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







Professional Services Contract

**OUSD Representative:**

Name: Vernon Hal  
Site /Dept.: Deputy Superintendent Business & Ops  
Address: \_\_\_\_\_  
Oakland, CA  
Phone: (510) 879-4622

**CONTRACTOR:**

Name: Linda Todd, CPA  
Title: \_\_\_\_\_  
Address: 6662 Via San Blas  
Pleasanton CA 94566  
Phone: (925) 699-2970

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

**8. Invoicing**

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

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

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

**10. Insurance:**

1. 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 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).







**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 scope of work below.**

The contractor is a certified public accountant who will serve as a liaison between the District departments and the State Controller's Office's staff for purposes of the full financial and compliance audit of the District of the 2010-11 fiscal year that will be conducted by the State Controller's Office. On an as needed basis through the term of the audit, the contractor will track, facilitate, follow-up and respond to communications and requests by the State's audit team to appropriate District personnel to help ensure that the requests are responded to timely and thoroughly.

**SCOPE OF WORK**

Linda Todd will provide a maximum of 360.00 hours of services at a rate of \$ 130.00 per hour for a total not to exceed \$46,500.00. Services are anticipated to begin on 11/14/2011 and end on 06/30/2012.

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.

The consultant will work an average of 12 hours per week performing the functions as Audit Team Coordinator overseeing the full financial and compliance audit of the District's 2010-11 fiscal year audit. In addition, the consultant will coordinate meetings with State Controller's Office (SCO), act as lead at the meetings, will contact district administrators and verify that requested documentation is provided to the SCO, review and monitor documentation of the Sharepoint files. Consultant will handle all administration of the audit process and work closely with all Audit Team members.

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.

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

- |  |  |
|--|--|
| <input type="checkbox"/> Ensure a high quality instructional core      | <input type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input type="checkbox"/> Safe, healthy and supportive schools                |
| <input type="checkbox"/> Create equitable opportunities for learning   | <input type="checkbox"/> Accountable for quality                             |
| <input type="checkbox"/> High quality and effective instruction        | <input checked="" type="checkbox"/> Full service community district          |



**4. 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", 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.
-

# 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 through OUSD. The OUSD Administrator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require Cabinet level approval (Deputy Superintendent/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	Linda Todd		
Originator Name	Vernon Hal	Site or Department	Deputy Superintendent
Which sites or locations will the contractor be working at?	Central Office		
<b>TB Clearance Requirement</b>			
<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 with less than 6 hours of contact with OUSD employees.</i>			
<b>How is this contractor going to meet the TB clearance requirement?</b>			
TB Waiver requested <input checked="" type="checkbox"/>		Proof of TB clearance is in the contract packet <input checked="" type="checkbox"/>	

**[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	Vernon Hal	Title Deputy Superintendent
OUSD Representative's Signature		Date 12/16/11

**Approval Cabinet Level approval required (Deputy Superintendent/Superintendent)**

Approver Name Anthony Smith, Ph.D.	Title Superintendent
Approver Signature	Date
Reason for Approval: Contractor will not have contact with students.	



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

### 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 checked="" type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
	<input checked="" type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
	<input type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
	<input type="checkbox"/> For All Consultants with employees: Proof of workers compensation insurance

OUSD Staff Contact *Emails about this contract should be sent to:* Vernon.Hal@ousd.k12.ca.us

### Contractor Information

Contractor Name	Linda Todd	Agency's Contact	
OUSD Vendor ID #	1005527	Title	
Street Address	6662 Via San Blas	City	Pleasanton State CA Zip 94566
Telephone	(925) 699-2970	Email	ltoddpl@gmail.com
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" 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

Anticipated start date	11/14/2011	Date work will end	06/30/2012	Other Expenses	
Pay Rate Per Hour (required)	\$ 130.00	Number of Hours	360.00	Total Contract Amount	\$ 46,500.00

### 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
0000	General Fund	9999000732	5825	\$ 46,500.00
			5825	\$
			5825	\$
Requisition No.	R0202686		Total Contract Amount	\$46,500.00

### 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>)

1.	Administrator / Manager (Originator)	Name	Vernon Hal	Phone	(510) 879-4622
	Site / Department	Deputy Superintendent Business & Ops		Fax	(510) 879-1834
	Signature			Date Approved	
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <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			Date Approved	
3.	Regional 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.	Signature	<i>Vernon Hal</i>		Date Approved	
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations <input type="checkbox"/> Consultant Aggregate Under \$50,000				
5.	Superintendent, Board of Education <i>Signature on the legal contract</i>				
Legal Required if not using standard contract	Approved		Denied - Reason		Date
Procurement	Date Received		PO Number	P1204244	

1545



## PROFESSIONAL SERVICES CONTRACT AMENDMENT ROUTING FORM 2011-2012

### 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. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work has changed. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
4. OUSD contract originator submits amendment packet to Procurement 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**

- Contract amendment packet including Board Memo and Amendment Form
- Amended Scope of work (be specific as to what is changing)
- Copy of original contract

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

### Contractor Information

Contractor Name	Linda Todd	Agency's Contact			
OUSD Vendor ID #	I005527	Title			
Street Address	6662 Via San Blas	City	Pleasanton	State	CA
Telephone	(925) 699-2970	Email	ltoddpl@gmail.com		
Zip	94566				

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

Original Contract Amount	\$ 46,500.00	Original PO Number	P1204244
Amended Amount	\$ 9,000.00	New Requisition #	R0205854
New Total Contract Amount	\$ 55,500.00	Start Date	11/14/2011
		End Date	06/30/2012

### 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
0000	General Fund	9999000732	5825	\$ 9,000.00
			5825	\$
			5825	\$

### 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.

	<b>Site Administrator or Manager</b>	Name	Vernon Hal	Phone	5102733210	Fax	5102733268
1.	Site / Department	Deputy Superintendent Business & Ops					
	Signature			Date Approved			
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs						
	Signature			Date Approved			
	Signature			Date Approved			
3.	<b>Regional or Executive Officer</b>						
	Signature			Date Approved			
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>						<input type="checkbox"/> Consultant Aggregate Under \$50,000
	Signature	<i>[Signature]</i>		Date Approved	5/30/12		
5.	<b>Superintendent or Board of Education</b> Signature on the legal contract						
	Legal Required if not using standard contract	Approved		Denied - Reason		Date	
	Procurement	Date Received		PO Number	P1204244		

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