Board Office Use: Le	gislative File Info.
File ID Number	11-2825
Introduction Date	12-7-11
Enactment Number	11-2558 0
Enactment Date	17-14-11



Memo

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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	2	_	1	6	-	1/

Subject

Professional Services Contract -

Norman Lynn Bailiff (contractor, City State) McClymonds High School (site/department)

Action Requested

Ratification of a professional services contract between Oakland Unified School District and Norman Lynn Bailiff . Services to be primarily provided to McClymonds Hgh School for the period of 11/01/2011 through 06/30/2012

Background

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

This year McClymonds High School is facing a number of challenges: declining student enrollment, four Teachers who are new to the profession, a Principal beginning his second year with the District, and an Attendance Clerk as the sole administrative support person. The Principal needs the assistance of an experienced administrator who is familiar with OUSD's financial and personnel systems to provide strategic and technical advice.

Discussion

One paragraph summary of the scope of work.

Mr. Bailiff will (1) review McClymonds' 2011-12 budgetary allocations to identify any problems with the assignment of resources, (2) review McClymonds' 2011-12 initial staffing to ensure that all new and returning employees have been correctly assigned to positions, (3) prepare for the Principal's approval Budget Transfers, Position Requisitions, and Employee Action forms to address any problems identified above, (4) advise the Principal about the resources available to support the school's educational programs, and (5) assist the Principal in addressing any operational or administrative issues that arise during the school year. Mr. Bailiff will also explain to the Principal the process of analyzing the school's budget and staffing to identify and address problems.

Recommendation

Ratification of professional services contract between Oakland Unified School District and Norman Lynn Bailiff . Services to be primarily provided to McClymonds Figh School for the period of through 06/30/2012 11/01/2011

Fiscal Impact

Funding resource name (please spell out) General Purpose

_not to exceed \$_4,980.00

Attachments

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

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11-2558
12-14-11



PROFESSIONAL SERVICES CONTRACT 2011-2012

This Agreement is entered into between the Oakland Unified School District (OUSC) and Norman Lynn Bailiff (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:

- Services: CONTRACTOR shall provide the services described in Exhibit "A," attached hereto and incorporated herein by reference ("Services" or "Work").
- 2. **Terms:** CONTRACTOR shall commence work on 11/01/2011, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/30/2012

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.

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:
 - 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 ir surance 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: none ______which shall not exceed a total cost of \$ 0.00 ____.
- 6. CONTRACTOR Qualifications / Performance of Services.

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

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

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

Requisition No.	R0201915	P.O. No	
		_	

CONTRACTOR: **OUSD Representative:** Name: Lyrın Bailiff Name: Kevin Taylor Consultant McClymonds High School Site /Dept.:_ Title: Address: 2347 Manzanita Drive Address: 2607 Myrtle Street Oakland CA 94611 Oakland, CA 94607 Phone: (510) 860-8133 Phone: (510) 355-5997

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 Tl3 Clearance is on file for each person.
- 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 OLSD, 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, clemand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 11. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

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

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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 of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. Confidentiality. The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. Conflict of Interest. CONTRACTOR shall abide by and be subject to all appl cable 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 proviced 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, CONTRACT()R agrees it shall notify OUSD in writing.

- 25. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. Litigation: This Agreement shall be performed in Oakland, California and s governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. Contract Contingent on Governing Board Approval: The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Summary of terms and compensation: Anticipated start date: 11/01/2011	Work shall be comple	eted by: <u>06/3()/2012</u>	Total Fee: \$4,980.00	
OAKLAND UNIFIED SCHOOL DISTRICT Muria Vantos President, Board of Education		CONTRACTOR Contractor Signature	y Sould L	s/w/u
Superintendent or Designee Secretary, Board of Education	Date	Lynn Ba liff Print Name, Title	Consultant	<u>.</u>

LEGISLATIVE FILE
File ID Number 11-2825 Introduction Date 12-7-11 Enactment Number 11- 2558
Enactment Date 12-14-11

Edgar Rakestraw, Jr., Secretary Board of Education

Certified:

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.

Mr. Bailiff will (1) review McClymonds' 2011-12 budgetary allocations to identify any problems with the assignment of resources, (2) review McClymonds' 2011-12 initial staffing to ensure that all new and returning employees have been correctly assigned to positions, (3) prepare for the Principal's approval Budget Transfers, Position Requisitions, and Employee Action forms to address any problems identified above, (4) advise the Principal about the resources available to support the school's educational programs, and (5) assist the Principal in addressing any operational or administrative issues that arise during the school year. Mr. Bailiff will also explain to the Principal the process of analyzing the school's budget and staffing to identify and address problems.

SCOPE OF WORK will provide a maximum of 83.00 hours of services at a rate of \$60.00 per hour for a Norman Lynn Bailiff total not to exceed \$4,980.00 . Services are anticipated to begin on 11/01/2011 and end on 06/30/2012 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. Mr. Bailiff will (1) review McClymonds' 2011-12 budgetary allocations to identify any problems with the assignment of resources, (2) review McClymonds' 2011-12 initial staffing to ensure that all new and re-urning employees have been correctly assigned to positions, (3) prepare for the Principal's approval Budget Transfers, Position Requisitions, and Employee Action forms to address any problems identified above, (4) advise the Principal about the resources available to support the school's educational programs, and (5) assist the Principal in addressing any operational or administrative issues that arise during the school year. Mr. Bailiff will also explain to the Principal the process of analyzing the school's budget and staffing to identify and address problems so that the Principal will be able to perform these analyses himself in future years. 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. Mr. Bailiff's assistance will ensure that any problems with McClymonds' budglet and staffing are promptly resolved and that the Principal has an accurate projection of the resources available to enhance the school's educational programs. In addition, Mr. Bailiff's attention to budgetary and staffing issues and assistance with admin strative issues throughout the year will enable the Principal for focus his attention on strengthening the school's instructional programs and leading McClymonds toward the achievement of the goals listed below. Finally, the Principal will learn how to perform analyses of the school's budget and staffing himself. 3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.) Prepare students for success in college and careers Ensure a high quality instructional core Develop social, emotional and physical health Safe, healthy and supportive schools Create equitable opportunities for learning Accountable for quality

Full service community district

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High quality and effective instruction

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: n/a 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.

Sign-in sheet for meeting in which the SPSA modification was approved.

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Print Form

OUSD Consultant General Liability Insurance Reduced Insurance Requirement or Waiver Request

Directions

All consultants are required to provide proof of General Liability Insurance with limits of One Million Dollars per occurrence. Additional information about this requirement can be found on the internet under Finances, Procurement and Distribution tab, document entitled "Quick Tips: Consultant General Liability Insurance." In rare circumstances, where appropriate, the District can reduce the required amount of insurance or waive the general liability insurance requirement. To request that your contract is considered for either a reduced amount of insurance or a waiver, complete this form and submit it with a copy of the contract to Risk Management. Waivers will only be granted in cases where the consultant will have no interaction with students.

Steps:

- 1. OUSD Contract Originator completes request form
- OUSD Contract Originator submits request form and copy of contract with Scope of Work to Risk Management at 1025 2nd Avenue, Room 115A or email <u>Reginald.c rowell@ousd.k12.ca.us</u> and Pauline.williams@ousd.k12.ca.us
- 3. Risk Management considers request and returns form within 10 business days to OUSD Contract Originator
- 4. If approved, OUSD Contract Originator submits form with completed contract to Procurement.

Contractor Name	Norman Lynn Bailiff	Contract Amount	\$ 4,980.00
OUSD Originator Name	Kevin Taylor	Site / Department	McClymonds High School
Why do you believe that this co		strict and should be eligible for a	reduction or waiver of the genera
All of Mr. Bailiff's consulting act	ivities will take place in the McCly	ymonds High School office. He	will have no contact with children.
Signature of Contract Origin	ator Requesting Waiver		
	me and send from principal or me	mager's email account	
	The and send from grincipal of the	anagers email account.	D-4-
OUSD Principal or Manager			Date 10/11/11
		d	
Risk Management		8	
Approved: Based on the s	scope of work provided, I approve	e the following adjustment to the	General Liability Insurance
Approved: Based on the s	ot:		
Approved: Based on the s requirement for this contrac	ct: : \$		General Liability Insurance . Liability Insurance Requirement
Approved: Based on the s requirement for this contract	ot:		
Approved: Based on the s requirement for this contract Reduced Requirement Reason for reduction of	ot: : \$ or waiver:	Waiver of General I	
Approved: Based on the serequirement for this contract Reduced Requirement Reason for reduction of Denied: Unfortunately, this	ct: : \$ or waiver: contract does not qualify for a re	Waiver of General I	
requirement for this contract Reduced Requirement Reason for reduction of	ct: : \$ or waiver: contract does not qualify for a re	Waiver of General I	



PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

						Direc							
					ments are in 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 <u>OUSD Vendor Number</u> and meets the <u>consultant requirements</u> (including insurance and background check) 													
 Ensure contractor has <u>OUSD Vendor Number</u> and meets the <u>consultant requirements</u> (including insurance and background check) Contractor and OUSD contract originator complete the contract packet together and attach required attachments. 													
				es the requisi		acı pac	Ker roge	mer and	arracirro	quii ca ai iac	milem 5.		- 11
	5. Within 2 v	veeks of cred	ating the r	requisition the	2 OUSD contrac	ct origir	ator sub	mits com	plete cont	ract packet	for app	roval.	
					Pre-Consultar								
Che	cklist 💷 !	For individua	al consult	ants: Proof	of negative tub qualifications (erculos	is status	within p	ast 4 yea	ars ual consulta	nt)		
		For All Cons	sultants: F	roof of Com	mercial Genera	al Liabil	ity insur	ance nar	ning OUS	SD as an A	dditiona	Insured	
					es: Proof of wo								
ous	D Staff Contact	Emails abo	out this con	tract should b	e sent to:	kevin.t	aylor@o	usd.k12	.ca.us				
					Contract								
	tractor Name		Lynn Ba	iliff		-	cy's Con	tact					
	D Vendor ID					Title	T			0111	10.	T	101011
	et Address	_	anzanita	Drive		City	Oakla			State	CA	Zip	94611
	phone	- /	60-8133			Email			iff@como				
Cont	tractor History	Previ	iously bee	en an OUSD	contractor?	Yes L	_ No	W	orked as	an OUSD e	mploye	e? 🔳 Ye	es 🗌 No
	2	Co	mpensa	tion and T	erms – Must	be wi	thin the	OUSD	Billing	Guideline	es		
Antio	cipated start da	ate	11/01/20	11 [Date work will e	end	06/30/20	12	Other Exp	enses	C	0.00	
Pay	Rate Per Hou	(required)	\$60.00	1	Number of Hou	irs	83.00	То	Total Contract Amount \$4,980.00				00
					Budget	Infor	mation						
	If you are	alanning to a	aulti fund a	contract usin	Budget g LEP funds, ple				Enderal O	ffice hefore o	ompletin	a requisit	ion
				CONTRACT USIN			tact the c	ale and	euerar Or		-	_	
R	0000	Resource General Pu				rg Key 110299	9			Object C	-	\$ 4,980.0	mount
	0000	Contract				11020				5825		\$	
										5825		\$	
R	equisition N	lo. R02	01915				Total	Contrac	t Amoun	t		\$4,980.0	00
				Approva	and Routing	(in ord	er of a	proval	steps)				
Sa	nices cannot be	nrovided het	fore the co		approved and a F					is document	affirms t	hat to you	r knowledge
36		provided bei	iore the co		es were not prov					is document	amming t	nat to you	Kilowieuge
·					does not appe								earch.do)
	Administrato	r / Manager (Originator)	Name	Kevin Taylor				Phone	(510) 3	55-5997	7	
1.	Site / Depa	rtment		McCl	ymonds High S	School			Fax	874-37	96		
	Signature <i>(</i>	VI		1	7			Date	Approved				
	Resource Ma	nager, if usin	g funds ma	anaged by: 🗆	State and Federal [□Quality,	Community	, School De	evelopment	Complementa	ary Learnir	ng / After Sc	hool Programs
	☐Scope of we	ork indicates	compliant i	use of restricte	ed resource and	is in alig	nment wi	th school	site plan (SPSA)			
2.	Signature							Date	Date Approved				
	Signature (if us	ing multiple restr	ricted resource	es)				Date	Date Approved				
	Regional Exe	Regional Executive Officer											
3.	Services de	scribed in the	scope of	work align with	n needs of departed in the scope	tment of	r school s	site					
	Signature	Allos	- (//	VIII	1/404/			Date	Approved	10	-18	-11	
	E E			al Leadership	/ Denuty Super	rintende	nt Rusin					aregate I	Inder \$50 000
4.		M			, Deputy Super	monue	Date Approved 16-28-11			πασι ψου,υυυ			
	Signature	Mario		anter	n the level	not.		Date	Approved	10-	40	, ,	
5.					n the legal contro	act							
_	I Required if no			ct Appr	oved			- Reasor		Din	Da	ate	
Proc	urement	ate Received					PO NIII	m ser		11	7	alh	