Board Office Use: Le	gislative File Info.
File ID Number	15-1352
Introduction Date	8-12-15
Enactment Number	15-1262
Enactment Date	8/12/15 002



Memo

То	Board of Education

From Antwan Wilson, Superintendent

Board Meeting Date (To be completed by Procurement)

8/12/15

Subject

Professional Services Contract - East Bay Asian Youth Center

- 922/Community Schools and Student Services Dept. (site/department)

Action Requested

Ratification of professional services contract between Oakland Unified School District and East Bay Asian Youth Center . Services to

be primarily provided to 922/Community Schools and Student Services Dept.

through 08/21/2015 for the period of 05/01/2015

Background

A one paragraph explanation of why the consultant's services are needed. OUSD's 21st Century Community Learning Center grants for elementary and middle school sites include Supplemental Funding to support summer learning programs, operated in partnership between schools and community organizations. In order to fulfill the grant requirements, OUSD is contracting with existing after school lead agency partners to provide enhanced and increased summer services at schools that will operate Title 1 funded morning academic programs. The community partner will provide an additional 3 hours of afternoon enrichment so students can participate in a full day, 6 hour program.

Summer Program Hub: La Escuelita Elementary School

Discussion One paragraph summary of the scope of work.

Ratification by the Board of Education of a Professional Services Contract between the District and East Bay Asian Youth Center, Oakland, CA, for the latter to work in partnership with the regular summer school program to expand and enhance summer enrichment and support services for Kindergarten through 5th grade students; work collaboratively with the summer school to provide afternoon enrichment, physical activity, and support services, enabling students to participate in a full 6-hour, daily summer learning program at La Escuelita Elementary School for the period of May 1, 2015 through August 21, 2015, in the amount of \$15,600.00.

Recommendation

Ratification of professional services contract between Oakland Unified School District and East Bay Asian Youth Center . Services to

be primarily provided to 922/Community Schools and Student Services Dept.

for the period of 05/01/2015 through 08/21/2015

Fiscal Impact

Funding resource name (please spell out) 4124/21st CCLC Core Funding

not to exceed 15,600.00

Attachments

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

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PROFESSIONAL SERVICES CONTRACT 2014-2015

(Co	is Agreement is entered into between East Bay Asian Youth Center ONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons ecially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and mpetent to provide such services. The parties agree as follows:
1.	Services: CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
2.	Terms: CONTRACTOR shall commence work on 05/01/2015, or the day immediately following approval by the Superintendent
	if the aggregate amount CONTRACTOR has contracted with the District is below \$86,000 in the current fiscal year; or, approval by the
	Board of Education if the total contract(s) exceed \$86,000, whichever is later. The work shall be completed no later than
	08/21/2015
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twenty Nine , Six Hundred Forty
	Dollars (15,600.00 per fiscal year], at an hourly billing rate not to exceed per hour. 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: N/A
	Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after 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.	Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this
	Agreement except: N/A
	which shall not exceed a total cost of
5.	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

- 6. 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. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- 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:

Rev. 9/4/2014 v1	Requisition No	P.O. No	

profession for services to California school districts.

Professional Services Contract

Email: julie.mccalmont@ousd.k12.ca.us

OUSD Representative: CONTRACTOR: Name: Gianna Tran Julie McCalmont Name: 922/Community Schools and Student Services Dept. Deputy Executive Director Site /Dept.: Address: 2025 East 12th Street 746 Grand Avenue Address: 94606 Oakland CA 94610 Oakland CA Phone: (510) 273-1576 Phone: (510) 533-1092

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.

Email: gianna@ebayc.org

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

9. Insurance:

- 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.
- O 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 from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 10. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 11. **Assignment**: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 12. **Non-Discrimination**: It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, 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, 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.

- 13. Drug-Free / Smoke Free Policy: No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
- 14. Indemnification: CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 15. Copyright/Trademark/Patent/Ownership: CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 16. **Waiver**: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 17. **Termination**: OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 18. **Conduct of CONTRACTOR**: By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 - 1. **Tuberculosis Screening**: CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 - 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.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

- 19. No Rights in Third Parties: This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 20. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate 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).
- 21. **Limitation of OUSD Liability**: Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 22. Confidentiality: 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

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Professional Services Contract

- access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 23. **Conflict of Interest**: CONTRACTOR shall abide by and be subject to all applicable, 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 without the prior approval of OUSD Human Resources.
 - CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 - Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/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 Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).
- 25. **Litigation**: This Agreement shall be performed in Oakland, California and is 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.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. 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.
- 28. **Counterparts**: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. **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.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD'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.
- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT	CONTRACTOR
Den Della	gannalien
President, Board of Education	Contractor Signature
SuperintendentChief or Deputy Chief	Gianna Tran
Ω	Deputy Executive Director
	Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

Secretary, Board of Education

File ID Number: 15-1352
Introduction Date: 5/12/15
Enactment Number: 15-1262
Enactment Date: 9/1/15

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EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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 contractor will deliver at least 6 hours of daily summer academic support and enrichment to OUSD students who are in need of summer services to counter summer learning loss. Program activities will be based on youth development quality standards. The contractor will work collaboratively with the OUSD Summer Learning Office and After School Programs Office to ensure that students in need receive at least 6 hours of daily summer learning, enrichment, physical activity, and support services in the summer. The contractor will conduct outreach for summer student recruitment, will communicate with families regularly over the summer, will fulfill OUSD grant reporting requirements including submission of summer attendance records, and will maintain communication with the OUSD Summer and After School units to review progress on summer program goals. Providers will comply with 21st Century Community Learning Center grant requirements.

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Professional Services Contract

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.

Summer learning programs are critical in countering summer learning loss in students. Students will greatly benefit from the opportunity to participate in a full 6-hour summer learning program. The summer learning program will provide students with a safe and supportive place to spend their summer. Students' physical and social-emotional health and well-being will be supported through the summer program's academic, enrichment, and support services. As a result of the summer learning program, students will return to school in the fall feeling more engaged in learning, more connected to the school community, and less affected by summer learning loss. As a result, students will be more prepared to engage in a new school year of learning and more ready to attend school on a daily basis.

3.		nent with District Strategic Plan: Indicate the gall that apply.)	goals and visions supported by the services of this contract:
	☐ Ens	sure a high quality instructional core	Prepare students for success in college and careers
	■ Dev	relop social, emotional and physical health	Safe, healthy and supportive schools
	■ Cre	ate equitable opportunities for learning	☐ Accountable for quality
	☐ Hig	h quality and effective instruction	☐ Full service community district
4.	Please	select:	Plan – CSSSP (required if using State or Federal Funds): additional documentation required) – Item Number:
		tion Item added as modification to Board App nager either electronically via email of scanned docu	proved CSSSP – Submit the following documents to the Resource iments, fax or drop off.
	1.	Relevant page of CSSSP with action item highlight date, school site name, both principal and school s	ed. Page must include header with the word "Modified", modification ite council chair initials and date.
	2.	Meeting announcement for meeting in which the Ca	SSSP modification was approved.
	3.	Minutes for meeting in which the CSSSP modificati	on was approved indicating approval of the modification.
	4	Sign-in sheet for meeting in which the CSSSP mod	lification was approved

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OUSD Summer 2015 Lead Agency Summer Program Plan Summer Stand Alone: La Escuelita Elementary School

Summer Stand Alone: La Escuelita Elementary School (Submit to OUSD Expanded Learning Office by April 23)				
SECTION 1: Summer Program S		January Committee by April 207		
Lead Agency Name: East Bay Asian Youth Center	Summer Hub Site: La Escuelita Elementary School	Target Summer Average Daily Attendance (ADA) Number: 60	Grades Served: K-5	
Hours of Operation (include hours for full six hour summer program):	Type of Program (6 hour stand alone or A+B afternoon enrichment):	Program Dates: (note any program closure dates during this period	Total # of summer program days of operation:	
8:30am – 3:30pm	6 hour stand alone	6/22/2015 to 7/17/2015	19	
SECTION 2: Lead Agency Assura	ances			
appropriately to ensure that we read week of program, I will submit a revappropriately to reflect actual attended. X I understand that I am requipers check signatures on my daily	ch this attendance target. I understall ised summer budget plan to the OUS lance numbers, and to support my stared to input my actual attendance nusign in/out sheets with numbers input	nd that if my program falls short of 85% of SD Expanded Learning Office detailing ho tudent recruitment and retention plan for the cityspan attendance systems.	he remainder of the summer. em daily during the summer program. I will bers match up and that Cityspan accurately	
sheets and the OUSD summer inter	nal audit log) to the OUSD Expande	es of my summer attendance records (incl d Learning Office by the last day of my su d, for OUSD's attendance reporting to the	ımmer program. I will also submit	
compliance requirements as outline	d by the OUSD Expanded Learning of ment of Education, and will submit a		d that I am required to follow all grant m records for 5 years for auditing purposes, s to the OUSD Expanded Learning Office, a	

_X I confirm that my summer budget plan reflects my actual planned expenditures for my program. I will submit a required summer-end expenditure report to the OUSD Expanded Learning Office reporting on my agency's actual expenditures aligned to this budget plan. I understand that any discrepancy of over 10% between any line item in my budget plan and actual summer expenditures for that line item must be justified in my final expenditure report.
X I understand that if I am running an A+B summer program model, these are requirements regarding my program hours of operation: Morning summer school will operate from approximately 8:15 – 12:15 daily. My afternoon summer program will operate from approximately 12:15 – 3:15 daily. All students must be off-site by 3:30pm and staff must be off site by 3:40 as the building will be promptly locked at 4pm daily.
X If I am a stand-alone 6 hour program, I understand that OUSD will only cover custodial costs for four weeks of my summer program until 3:30 pm. My agency will be responsible for covering any extra custodial costs if my program runs beyond four weeks, and beyond the hours of 3:30 pm daily.
X I understand OUSD Summer Programs are free programs. Summer Lead Agencies cannot charge a summer program fee to participating families for program costs or field trip costs.
Name and Signature of Summer Lead Agency Director: Gianna Tran

SECTION 3: Summer Calendar and Daily Schedule

- a) Please attach a copy of your summer calendar showing all program days of operation, field trips, and any other notable special events and activities (ie. your summer end family celebration).
- b) Please attach a copy of your daily schedule detailing your full 6 hour program. (Note: sites that are using the A+B model must include the morning academic program in the daily schedule you submit). Attached is an example.
- Please note that all programs under the A+B model will be expected to provide daily hands-on academics (ie. STEM), enrichment, physical activity, community building activities, and daily afternoon snack (provided by OUSD), between the hours of 12:15 3:15.
- Please include staff prep and meeting times, and clean up/debrief times on your daily schedule.

SECTION 4: Summer Curriculum

Attach your summer program curriculum scope and sequence, outlining your curriculum objectives and planned program activities.

Please note that all programs under the A+B model should plan to provide daily hands-on academics (ie. STEM), enrichment, physical activity, and community building activities.

SECTION 5: Summer Program Recruitment and Retention Strategies and Timeline

Briefly describe your anticipated summer program student recruitment and retention activities and timeline.

- a) Describe how you will work with school leaders and after school providers at your summer hub and feeder schools to recruit students for summer programming. Please note that summer programs are required to hit at least 85% of their attendance target. Programs should appropriately overenroll to ensure that the target average daily attendance number is reached.
- b) What strategies will you use to retain students over the summer to ensure that your attendance numbers stay high. Please note that we highly recommend that programs maintain a waitlist so that students who do not show up after the first week of program can be immediately replaced.

Our summer site coordinator works very closely with the principal and school clerk to recruit all the summer participants. We will over enroll by 25% to make sure that we will have enough students to fulfill the ADA requirements. We will also have a field trip every week to motivate students to attend the program regularly.

SECTION 6: Summer Line Staff Information (if known at this time)

To promote continuity between OUSD after school and summer programs, and to provide year-round work opportunities for talented youth development professionals in Oakland, we are particularly interested in seeing current, highly qualified Oakland after school workers become the summer program staff at our OUSD Summer Hubs. Please list the name(s) of line staff whom you intend to hire as part of your summer program staff. (Add additional rows as needed.) Please note that the summer program must have a maximum 1:20 adult to student ratio.

Summer staff must meet the minimum staff qualifications according to the 21st Century grant requirements:

- · Must pass fingerprint background clearance by DOJ and FBI
- Must have TB clearance
- Must have at least 2 years of college (48 semester units), or pass the Instructional Aide exam administered by the Alameda County Office of Ed

Important Note: Summer program staff in A+B programs will be expected to attend 15 – 18 hours of OUSD summer line staff trainings. The Summer Site Coordinator and summer program staff should be hired no later than May 8.

Program Staff Name	annamarisela@ebayc.org La	Current After School Site where he/she works La Escuelita Elementary	Summer teaching assignment(s) (grade & subject, if known)	# of yrs in working in after school	# of yrs working in summer programs	List any OUSD after school learning communities this staff member has participated in Science, Nutrition, BIC
Marisela DeAnda			Overall site based coordination			

Revised: 3/13/15

Signature of Summer Lead Agency Director:

		The same of the heart	
Site Name:	La Escuelita Elementary School	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	
Site #:	121		
	East Bay Asian Youth Center	有用的 是有多数的。	
# of summer students (ADA)	60	Market Strategy Control	
# of summer			
program days Total 21st CCLC		21st CCLC Grant Funds for Lead	Lead Agency In-Kir
Grant Funds		Agency	Contribution
	TOTAL CONTRACTED FUNDS	\$15,600	\$0
BOOKS AND SUP	PLIES Supplies (can be purchased by lead agency for summer	policina de distribuit de	Strate to year of
4310	supplemental programming)	\$2,665	
4310	Curriculum		
5829	Field Trips (fees, supplies)	\$750	
	Bus tickets for students		
	Rental bus for field trips		
	Snacks		
_	Incentives		
	Family Night supplies		
	Total books and supplies	\$3,415	
ONTRACTED SE	RVICES		
5825	Site Coordinator (\$4875@50%)	\$2,438	
5825	Academic Instructors (# of staff X total hours X hourly rate, including prep and training time)		
3025	Enrichment Facilitators (# of staff X total hours X hourly rate,		
5825	including prep and training time) STEM Instructors (# of staff X total hours X hourly rate, including		
5825	prep and training time)		
5825	Contracted OUSD Summer Teachers		
5825	Subcontractors (please list each specific subcontracting agency)	-	
5825	Professional Development		
5825	Employee benefits	\$1,384	
5825	Team Leader -Non- HUB (1,87positionX40H/WX6WX\$17.25/Hr)	\$7,763	
5825			
5825	Total services	\$11,585	
N-KIND DIRECT S	AND THE PARTY OF T	11,555 11,555	TO THE WAY THE COLUMN TWO
N-KIND DIRECT	ENVICES		
	Total value of in-kind direct services		
SUBTOTALS			1212 2 22221
	Subtotals DIRECT SERVICE	\$15,000	
	Allowable lead agency admin (at 4% of contracted funds or	\$600	
TOTALS	less)	\$000	THE REPORT OF THE PERSON OF TH
O I ALO	Total budgeted per column	\$15,600	
-	BALANCE remaining to allocate	\$0	

Required	Signatures	for	Budget	Approval:

Lead Agency:	0	namal	ran	Date:	5	4	1	5			

Notes:

- 1) Lead agencies will be required to submit a summer-end expenditure report on these budget expenditures.
- 2) These contracted summer funds are based on anticipated summer program average daily attendance. Sites that fall short of 85% of the summer attendance target in the first week will be required to submit an aggressive student recruitment and retention plan for the remainder of the summer and reallocate budget funds appropriately to reflect actual attendance numbers.

EAST BAY ASIAN YOUTH CENTER

CAMP THRIVE 2015

LA ESCUELITA ELEMENTARY SCHOOL

	~ June 2015 ~									
Sun	Mon	Tue	Wed	Thu	Fri	Sat				
	1	2	3	4	5	6				
7	8	9	10	11	12	13				
14	15	16	17	18 MANDATORY PARENT ORIENTATION	19	20				
21	22 FIRST DAY OF SUMMER PROGRAM	23	24	25	26 FIELD TRIP	27				
28	29	30	Notes: PARENT ORIENTA program events and	ATION will cover the summed 2-day camping trip.	ner schedule, program	expectations, field trips,				

	~ July 2015 ~									
Sun Mon Tue Wed Thu Fri S										
			1	2	HOLIDAY - NO PROGRAM!	4				
5	6	7	8	9	FIELD TRIP: CHILDREN'S DISCOVERY MUSEUM OF SAN JOSE	11				
12	13	14	15	16 SUMMER SHOWCASE	LAST DAY OF PROGRAM & FIELD TRIP	18				
19 CAMPING @ TILDEN PARK	20 CAMPING @ TILDEN PARK	21	22	23	24	25				
26	27	28	29	30	31	Notes: 2-DAY/1 NIGHT CAMPING will only be for rising 4 th -7 th Grade				

East Bay Asian Youth Center LA ESCUELITA Summer Program Schedule 6 hour stand alone program

Your program schedule must reflect at least 6 hours of programming per day A+B model programs must include the morning summer academic program on this schedule

Monday - Friday

8:30 - 9:00	Breakfast	30
9:00 - 9:30	Opening Community Circle	20
9:30 - 10:45	Science Lesson	75
10:45 - 11:30	Lunch	30
11:30 - 12:00	Organized Physical Activities	30
12:00 - 1:15	Health Lesson	75
1:15 - 1:45	Snack and Recess	30
1:45 - 3:00	Enrichment Lesson	75
3:00 - 3:15	Closing Community Circle	30
3:15- 3:30	Sign-out/Dismissal	15
3:30 - 3:45	Staff Debrief	15

SAM Search Results List of records matching your search for:

Search Term: East* Bay* Asian* Youth* Center*
Record Status: Active

ENTITY EAST BAY ASIAN YOUTH CENTER

Status:Active

DUNS: 867936601

+4:

CAGE Code: 4QB11

DoDAAC:

Expiration Date: Apr 3, 2016

Has Active Exclusion?: No

Delinquent Federal Debt?: No

Address: 2025 E 12TH ST

City: OAKLAND

State/Province: CALIFORNIA Country: UNITED STATES

ZIP Code: 94606-4925

luna 11 2015 7-56 DM

Dage 1 of 1



PURCHASE ORDER OAKLAND UNIFIED SCHOOL DISTRICT

PURCHASING DEPARTMENT
EET OAKLAND, CALIFORNIA 94601 900 HIGH STREET

FAX: (510) 879-1857

P1600103

PURCHASE ORDER NO.

R0160138

ORDER MUST BE RECEIVED IN OAKLAND USD WAREHOUSE BY 06/30/16 , OR ORDER WILL BE RETURNED TO VENDOR AT **VENDOR'S EXPENSE**

SHOW PURCHASE ORDER NUMBER AND ITEM NUMBER ON ALL CORRESPONDENCE, INVOICES, AND PACKAGES.
 ALL GOODS AND SERVICES MUST BE AS SPECIFIED. DO NOT SUBSTITUTE.
 MAIL INVOICE IN DUPLICATE TO: OAKLAND UNIFIED SCHOOL DISTRICT

VENDOR:

ACCOUNTS PAYABLE 1000 Broadway, Suite 450 Oakland, CA 94607

SHIP TO:

PAYMENT CANNOT BE GUARANTEED IF SHIPPED TO ADDRESS OTHER THAN BELOW. FOR PROMPT PAYEMENT, ITEMS ON INVOICE MUST BE IN SAME SEQUENCE AS ITEMS ON PURCHASE

Quote#

COMMUNITY SCHOOLS AND STUDENT SERVI

746 GRAND AVENUE OAKLAND CA 94610

PHONE: (510) 273-1500 FAX: (510) 273-1501

SITE CONTACT: McMearn, Renee 07/01/15

V012162 EAST BAY ASIAN YOUTH CENTER

2025 E 12TH STREET OAKLAND CA 94606

P1 (510) 533-1092 FX (510) 533-6825

Del Date

Item No.	Quantity	Unit	Description of Articles or Services	Unit Price	Total Price
	15,600	EA	CONTRACTED SERVICES - Summer Learning Program at La Escuelita Elementary School.	1.00	15,600.00

Vendor agrees, by supplying the product(s) and/or service(s) requested in this purchase order, to defend, indemnify and hold harmless the District, its Board of Education, officers, employees, agents from any and all losses or injuries, however caused, resulting from any defects in, or delivery of, the product(s) supplied, or negligence in providing the service(s)

AFFIRMATIVE ACTION:

The seller shall not discriminate against any employee or applicant for employment because of race, creed, sex, non-impairing handicap, color, or national origin and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). Failure to comply shall be considered cause for not requesting bids from that firm, until it complies with the above provision.

Buyer Name: BRENDA LEWIS

Buyer Phone#: (510) 434-2247

NET TOTAL ...

DIRECTOR OR DESIGNEE OF PURCHASING

DATE

15,600.00

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Christine Walker-Yahn					
HUB Int'l Insurance Serv. Inc		25.905.4284				
License #0757776	E-MAIL ADDRESS: christine.yahn@hubinternational.com					
3000 Executive Parkway Suite 300	INSURER(S) AFFORDING COVERAGE	NAIC #				
San Ramon, CA 94583	INSURER A: Great American Insurance Compan	16691				
INSURED	INSURER B :					
East Bay Asian Youth Center	INSURER C:					
2025 E 12th St	INSURER D:					
Oakland, CA 94606	INSURER E :					
	INSURER F :					

				IN	ISURER F :			
JV	ERAGES CER	TIFIC	ATE	NUMBER:			REVISION NUMBER:	
THI	S IS TO CERTIFY THAT THE POLICIES CICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY FE CLUSIONS AND CONDITIONS OF SUCH	OF QUIRE PERTA	INSU MEN	RANCE LISTED BELOW HAVE T, TERM OR CONDITION OF THE INSURANCE AFFORDED	ANY CONTRACT OF	THE INSURED R OTHER DOO DESCRIBED H	NAMED ABOVE FOR THE CUMENT WITH RESPECT HEREIN IS SUBJECT TO A	TO WHICH THIS
R	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
\neg	GENERAL LIABILITY	Х		PAC215313420			EACH OCCURRENCE	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	*Excluded
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	X POLICY PRO- JECT LOC						Professional	\$1,000,000
1	AUTOMOBILE LIABILITY			PAC215313420	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
A	X UMBRELLA LIAB X OCCUR			UMB307036603	06/01/2015	06/01/2016	EACH OCCURRENCE	\$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$1,000,000
	DED X RETENTION \$10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU- TORY LIMITS ER	
1	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$
	if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$

CERTIFICATE HOLDER	CANCELLATION
Oakland United School District Attn: Risk Management 900 High Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Oakland, CA 94601	AUTHORIZED REPRESENTATIVE
	But Bank

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Client#: 782690

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2015

EABAASIA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Christine Walker-Yahn					
HUB Int'l Insurance Serv. Inc.		925.905.4284				
License #0757776	E-MAIL ADDRESS: christine.yahn@hubinternational.com					
3000 Executive Parkway, Suite 300	INSURER(S) AFFORDING COVERAGE	NAIC #				
San Ramon, CA 94583	INSURER A: Oak River Insurance Company	34630				
INSURED	INSURER B:					
East Bay Asian Youth Center	INSURER C:					
2025 East 12th Street	INSURER D:					
Oakland, CA 94606	INSURER E :					
	INSURER F :					

	TYPE OF INSURANCE	ADDL S	UBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s
	GENERAL LIABILITY	il tolt			(EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	POLICY PRO- JECT LOC							\$
_	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANYAUTO						BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
Ī	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED RETENTION\$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			2200053101141	06/08/2014	06/08/2015	X WC STATU- TORY LIMITS OTH- ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
	CRIPTION OF OPERATIONS/ LOCATIONS/ VEHIC ification of Insurance.	CLES (At	tach	ACORD 101, Additional Remarks Schedu	le, if more space	is required)		

CERTIFICATE HOLDER	CANCELLATION
Oakland United School District Attn: Risk Management 900 High Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Oakland, CA 94601	AUTHORIZED REPRESENTATIVE
	Ones OP antes

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Policy Number: PAC2153134

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization	(s)
Oakland Unified School District	
Information required to complete this Schedule, if not show	wn above, will be shown in the Declarations.
Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.	
A. In the performance of your ongoing operations; or	
B. In connection with your premises owned by or rented to you.	

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015



Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

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 meets the consultant requirements (including the Excluded Party List, Insurance and HRSS Consultant Verification) 2.
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement.

Attachment Checklist

- For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
- For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact Emails about this contract should be sent to: (required) Renee.McMearn@ousd.k12.ca.us

	Contrac	tor Infor	mation						
Contractor Name	East Bay Asian Youth Center	Agency	's Conta	ct	Gianna Tran				
OUSD Vendor ID#	V012162	Title			Deputy Executive Director				
Street Address	2025 East 12th Street	City	Oakland			State	CA	Zip	94606
Telephone	(510) 533-1092	Email (required)	giai	nna@ebayc.org	3			
Contractor History	Previously been an OUSD contractor? ■ Yes ■ No			Worked as an OUSD employee? TYes No					

Compensation and Terms – Must be within the OUSD Billing Guidelines								
Anticipated start date	05/01/2015	Date work will end	08/21/2015	Other Expenses				
Pay Rate Per Hour (required)		Number of Hours (rec	quired)					

Resource #	Resource Name	Org Key		Object Code	Amount
4124	21st CCLC	9221871101		5825	\$ 15,600.00
			- 400	5825	
				5825	
Requisition No. (required)		R0160138	Total Contract Amount		\$ 15,600.00

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.sam.gov/) Phone (510) 273-1576 Administrator / Manager (Originator) Name Julie McCalmont 1. Site/Department (Name & #) 922/Community Schools and Student Services Dept. Fax (510) 273-1501 Signature Date Approved Resource Manager, if using funds managed by: State and Federal Quality, Community, School Development Community Partnerships and Student Services Risk Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP) 2. Signature Date Approved Signature (if using multiple restricted Date Approved Network Superintendent/Deput etwork Superintendent 3. 6/12/15 Signature Date Approved Under □Over \$86,000 Chiefs / Deputy Chiefs Consultant Aggregate Services described in the scope of work align with needs of department or school site 4. pe of work Consultant is qualified to provide services de-Signature Date Approved Superintendent, Board of Education Signature on the legal contract 5. Date Legal Required if not using standard contract Approved Denied - Reason **Procurement** Date Received PO Number