

Board Office Use: Legislative File Info.	
File ID Number	13-1614
Introduction Date	6-26-13
Enactment Number	13-1338
Enactment Date	6-26-13



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 6-26-13
(To be completed by Procurement)

Subject Professional Services Contract Amendment -
Cloud Sherpas Atlanta GA (Contractor, City/State) -
Technology Services (site/department)

Action Requested Ratification by the Governing Board of the amendment to the professional services contract between the District and Cloud Sherpas. Services to be primarily provided to Technology Services for the period of 12/16/12 through 06/30/2013, in an amount not to exceed \$ 50,000.00.

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

Cloud Sherpas is one of the world's leading Cloud Solutions Providers. Since 2007, we've helped over 1,500 customers adopt, manage and enhance cloud solutions from Google, salesforce.com and other leading providers. As their trusted cloud advisor, we ensure customers adopt the right cloud technologies for their organization and have successful implementations, manage their clouds by providing customized support and ongoing education, and enhance their use of the cloud through custom development and integration with other clouds and systems. +

Discussion
One paragraph summary of the amended scope of work.

Professional Services Contract between Oakland Unified School District and Cloud Sherpas of 3525 Piedmont Road Building 8, Suite 710 Atlanta, GA 30305 for the latter to provide services to build google site and templates, assist in selecting google tools and gadgets, training.

Recommendation Ratification by the Governing Board of the amendment to the professional services contract between the District and Cloud Sherpas. Services to be primarily provided to Technology Services for the period of 12/16/12 through 06/30/2013, in an amount not to exceed \$ 50,000.00.

Fiscal Impact Funding resource name (please spell out) Unrestricted
not to exceed \$50,000.00

Attachments

- Contract Amendment
- Copy of original contract

Board Office Use: Legislative File Info.	
File ID Number	13-11014
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Enactment Date	6-26-13



OAKLAND UNIFIED SCHOOL DISTRICT

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

This Amendment is entered into between the Oakland Unified School District (OUSD) and Cloud Sherpas (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 12/16, 2012, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work has changed. ONLY the funding source 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:

Collaboration assessment. Core features (Home Page, FAQ's, announcements/blog stream, Document library set up, task gadget, employee landing pages, video page. Intranet site most likely built on apps engine. OUSD Branded Templates. Set up Google analytics.

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 29 weeks (days/weeks/months), and the amended expiration date is 06/30/2013.

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 \$ 50,000.00 to original contract amount

Decrease of \$ _____ to original contract amount

and the new contract total is Fifty Four Thousand and Eight Hundred dollars (\$ 54,800.00)

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)
1	04/26/2013	Changed SOW from just training to actually building the intranet	\$ 50,000.00
			\$
			\$

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

CONTRACTOR

[Signature]
 President, Board of Education
 Superintendent or Designee
[Signature]
 Edgar Rakestraw, Jr., Secretary
 Board of Education

[Signature] 4-26-13
 Contractor Signature Date
Sales Mgr Paul A. Murray
 Print Name, Title

4/27/13
 Date

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.

Approval of a Professional Services Contract between Oakland Unified School District and Cloud Sherpas of 3525 Piedmont Road Building 8, Suite 710 Atlanta, GA 30305 for the latter to provide services to build google site and templates, assist in selecting google tools and gadgets, training.

SCOPE OF WORK

Cloud Sherpas will provide a maximum of _____ hours of services at a rate of \$ _____ per hour for a total not to exceed \$50,000.00. Services are anticipated to begin on 12/16/12 and end on 06/30/2013.

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.

Collaboration meeting, if needed. Core features (Home Page, FAQ's, announcements/blog stream, Document library set up, task gadget, employee type pages, video page. Intranet site most likely built on apps engine. OUSD Branded Templates. Set up Google analytics Train core OUSD internal staff on updating and maintaining site, best practices/adding new site pages.

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.

- 1. Portal Page: Wire frames/template created using Google sites to provide an intranet inside of ousd Google apps accounts.
2. Sub pages wire frames/template created for document library (OUSD to provide content). Best practices learned from vendor
3. Sub pages wire frame/template created for dept. sites.
4. Announcement stream and page created to provide one place to go to for announcements,
5. Sub page or portal page to have place for district calendar how to documents, employee services information, internal apps or links data, faq's, district calendars, other internal sites.
4. New intranet site will be searchable based on existing google sites logic.
5. FAQ page has answers nested below questions and allows users to inform us if the answer met their needs.
6. Wire frames/templates created by position type to provide a customized intranet experience for the following position types: Teacher, Principal, Clerical, Central Office Staff, Manager)
7. Wire frames/templates created for use for internal dept/school project site.
8. Identify and guide in implementing/and deploying a task gadget for project sites and School Deliverable pages

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

- [x] Ensure a high quality instructional core [x] Prepare students for success in college and careers
[x] Develop social, emotional and physical health [] Safe, healthy and supportive schools
[x] Create equitable opportunities for learning [x] Accountable for quality
[x] High quality and effective instruction [x] 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.
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Community Schools, Thriving Students

AMENDMENT ROUTING FORM

2012-2013

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1

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.

- Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- 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.
- 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 additional work is being done by this consultant.)
- A Board Approved copy of the original contract and any prior Amendments.

OUSD Staff Contact Emails about this contract should be sent to: (Required) manisha.patel@ousd.k12.ca.us

Contractor Information

Contractor Name	Cloud Sherpas	Agency's Contact	Paul Murray		
OUSD Vendor ID #	1005741	Title	Edu Slaes Manager		
Street Address	3252 Piedmont Road Bldg 8	City	Atlanta	State	GA
Telephone	(703) 261-9071	Email	paul.murray@cloudsherpas.com		
		Zip	30305		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 4,800.00	Original PO Number	PI306274		
Amended Amount	\$ 50,000.00	New Requisition #	R317278		
New Total Contract Amount	\$ 54,800.00	Start Date	12/16/12	End Date	06/30/2013
Pay Rate Per Hour (Required)		Number of Hours (Required)			

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	Unrestricted	986111079958	5825	\$ 50,000.00
			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.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	Site Administrator or Manager	Name	Manisha Patel	Phone	5102903616	Fax	
	Site / Department	Technology Services					
	Signature				Date Approved	4/25/13	
2.	Resource Manager , if using funds managed by:	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships					
	Signature				Date Approved		
	Signature				Date Approved		
3.	Regional or Executive Officer						
	Signature				Date Approved		
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
	Signature				Date Approved	5/14/13	
5.	Superintendent or Board of Education	Signature on the legal contract					
Legal Required if not using standard contract		Approved				Denied - Reason	Date
Procurement	Date Received				PO Number	P1306274	



2014

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Enactment Number	13-0746
Enactment Date	5/8/13 <i>02</i>



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) 5/8/13

Subject Professional Services Contract -
Cloud Sherpas Atlanta GA (contractor, City State)
Technology Services (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Cloud Sherpas. Services to be primarily provided to Technology Services for the period of 12/26/2012 through 12/27/2012.

Background
A one paragraph explanation of why the consultant's services are needed.
 Cloud Sherpas is one of the world's leading Cloud Solutions Providers. Since 2007, we've helped over 1,500 customers adopt, manage and enhance cloud solutions from Google, salesforce.com and other leading providers. As their trusted cloud advisor, we ensure customers adopt the right cloud technologies for their organization and have successful implementations, manage their clouds by providing customized support and ongoing education, and enhance their use of the cloud through custom development and integration with other clouds and systems.

Discussion
One paragraph summary of the scope of work.
 Approval of a Professional Services Contract between Oakland Unified School District and Cloud Sherpas of 3525 Piedmont Road Building 8, Suite 710 Atlanta, GA 30305 for the latter to provide 6 hours of Google Apps Training for up to 20 participants for the period of Dec 26, 2012 through Dec 27, 2012 in an amount not to exceed \$4800.00

Recommendation Ratification of professional services contract between Oakland Unified School District and Cloud Sherpas. Services to be primarily provided to Technology Services for the period of 12/26/2012 through 12/27/2012.

Fiscal Impact Funding resource name (please spell out) Microsoft
Microsoft not to exceed \$4,800.00

- 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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File ID Number	13-0557
Introduction Date	5-8-13
Enactment Number	13-0746
Enactment Date	5/8/13



OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Cloud Sherpas (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:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 12/26/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 12/27/2012.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Four Thousand and Eight Hundred Dollars Dollars (\$4,800.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: Training on Google Admin Module and training on Google Sites and other Google Apps products.

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.

- 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.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: 1011 which shall not exceed a total cost of \$ _____.
- CONTRACTOR Qualifications / Performance of Services.**

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

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

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

Professional Services Contract

OUSD Representative:

Name: Manisha Patel/Gee Kin Chou

Site /Dept.: Technology Services

Address: 1011 Union Street

Oakland, CA

Phone: (510) 290-3616

CONTRACTOR:

Name: Paul Murray

Title: Director, Sales

Address: 3525 Piedmont Road Bldg 8

Atlanta GA 30305

Phone: (703) 261-9071

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: DS
- 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).

- 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 applicable 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 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.
- 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 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. 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.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/search.do>)

Summary of terms and compensation:

Anticipated start date: 12/26/2012 Work shall be completed by: 12/27/2012 Total Fee: \$ 4,800.00

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature]
 President, Board of Education
 Certified Independent or Designee
[Signature]
 Secretary
 Board of Education

Date
9/11/13
 Date

CONTRACTOR

[Signature] 2/19/12
 Contractor Signature Date
[Signature] President
 Paul Murray Director, Sales
 Print Name, Title

OAKLAND UNIFIED SCHOOL DISTRICT
 Office of General Counsel
 APPROVED BY PROGRAM & SUBSTANCE
 By: [Signature]
 Attorney at Law

File ID Number: 13-0557
 Introduction Date: 5/8/13
 Enactment Number: 13-0746
 Enactment Date: 5/8/13
 By: 02

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.

Approval of a Professional Services Contract between Oakland Unified School District and Cloud Sherpas of 3525 Piedmont Road Building 8, Suite 710 Atlanta, GA 30305 for the latter to provide 6 hours of Google Apps Training for upto 20 participants for the period of Dec 26, 2010 through Dec 27, 2012 in an amount not to exceed \$4800.00

SCOPE OF WORK

Cloud Sherpas will provide a maximum of 6.00 hours of services at a rate of \$ 800.00 per hour for a total not to exceed \$4,800.00. Services are anticipated to begin on 12/26/2012 and end on 12/27/2012.

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.

Training and deployment services to enable the effective use of Google Apps. Training or TS network team and Google Applications team on how to use advance features of the Google Admin Module. Intro. Training for Intranet project team, TS Help Desk team, and TS application team on Google Site, Google Drive, and other advance features of Google Apps.

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.

As result of the services TS and the Intranet project team will have more knowledge about the Google Admin Module and Google sites. This will help us fix some issues we have experinced with Google Apps as well as help us move forward with our migration of the intranet from Sharepoint to Google sites

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 or 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.
-



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/04/2012

Page 1 of 1

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 Willis of New York, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230	CONTACT NAME:		
	PHONE (A/C, NO, EXT):	877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURER A:	National Fire Insurance Company of Hartford	20478-001
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

INSURED
Cloud Sherpas, Inc
3525 Piedmont Road
Bldg 8, Suite 710
Atlanta, GA 30305

COVERAGES

CERTIFICATE NUMBER: 18968816

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			5086350737	5/26/2012	5/26/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District 1025 Second Avenue Oakland, CA 94606-2212	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Coll:3937658 Tpl:1561818 Cert:18968816 ©1988-2010 ACORD CORPORATION. All rights reserved.

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Cloud Sherpas

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Cloud Sherpas, the Google Enterprise 2011 Partner of the Year and a Platinum salesforce.com Partner, is one of the world's leading cloud services brokerages. Since 2007, the company has helped over 5,000 customers adopt, manage and enhance cloud solutions from Google, salesforce.com, ServiceNow and other leading cloud vendors.

Whether working with a global retailer to help them make their business more connected and collaborative with Google Apps or helping a financial services firm deploy Sales Cloud and Service Cloud to better manage their customer relationships, Cloud Sherpas has the experience and expertise to help organizations leverage the cloud and respond with agility to the rapid consumerization of IT.

Cloud Sherpas is headquartered in Atlanta, GA with offices throughout the United States and operations in Australia, Dubai, India, Japan, New Zealand, Philippines, Singapore and the United Kingdom. For more information visit www.cloudsherpas.com.

Specialties

Google Apps Deployment, Salesforce.com Implementation, Cloud Strategy, Custom Development, IT Service Management

[less](#)

Company Updates

Cloud Sherpas is hiring: Salesforce.com Consultants in Sydney Area, Australia
2 days ago

Cloud Sherpas is hiring: Salesforce.com Senior Consultants in Sydney Area, Australia
2 days ago

Cloud Sherpas is hiring: Salesforce.com Consultants in Melbourne Area, Australia
2 days ago

Cloud Sherpas is hiring: Account Executive - Salesforce.com Business Unit in London, UK or Dublin, IRE
5 days ago

Cloud Sherpas is hiring: Sales Director - Salesforce.com Business Unit in London or Manchester, UK
5 days ago

Cloud Sherpas is hiring: Inside Sales Representative - UK in London, UK
5 days ago

Cloud Sherpas is hiring: Graphic Designer in Greater Atlanta Area
5 days ago

Cloud Sherpas is hiring: Salesforce.com Senior Consultants in Brisbane Area, Australia
6 days ago

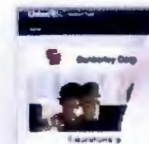
Cloud Sherpas is hiring: Field Marketing Manager - ANZ in Sydney Area, Australia
7 days ago

Cloud Sherpas is hiring: Inside Sales Representative in Greater Boston Area
8 days ago

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Check out insightful statistics about Cloud Sherpas employees »

Type

Privately Held

Company Size

201-500 employees

Website

<http://www.cloudsherpas.com/>

Industry

Computer Software

Founded

2008

Headquarters

3525 Piedmont Road
Bldg 8 Ste. 710
Atlanta, GA 30305
UNITED STATES

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Cloud Sherpas San Francisco

Cloud Sherpas, the Google Enterprise 2011 Partner of the Year and a Platinum salesforce.com Partner, is one of the world's leading Cloud Solution Providers. Since 2007, the company has helped over 1,500 customers adopt, manage and enhance cloud solutions from Google, salesforce.com and other leading cloud providers. Whether working with a global retailer to help them make their business more connected and collaborative with Google Apps or helping a financial services firm deploy Sales and Service Cloud to better manage their customer relationships, Cloud Sherpas has the experience and expertise to help your organization leverage the cloud and respond with agility to the rapid consumerization of IT.

CONTACT

+1 646-837-7780

info@cloudsherpas.com

1501 Mariposa Street, #412
San Francisco, CA

Official website

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Search Results

Current Search Terms: cloud* sherpa*

Your search for "cloud* sherpa*" returned the following results...

<input type="text" value="Entity"/>	CLOUD SHERPAS, INC.	Status: Active 
DUNS: 015638256	CAGE Code: 6LDX4	<input type="button" value="View Details"/>
Has Active Exclusion?: No	DoDAAC:	

SAM | System for Award Management 1.0

IBM v1.564.20130111-1646

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

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 meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- 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	<input type="checkbox"/>	For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/>	For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input type="checkbox"/>	For All Consultants: Results page of the Excluded Party List (https://www.epls.gov/epls/search.do)
	<input checked="" type="checkbox"/>	For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input checked="" type="checkbox"/>	For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input checked="" type="checkbox"/>	For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact *Emails about this contract should be sent to:* (required) **manisha.patel@ousd**

Contractor Information

Contractor Name	Cloud Sherpas	Agency's Contact	Paul Murray		
OUSD Vendor ID #	I0005741	Title			
Street Address	3525 Piedmont Road Bldg 8	City	Atlanta	State	GA Zip 30305
Telephone	(703) 261-9071	Email (required)	paul.murray@cloudsherpas.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	12/26/2012	Date work will end	12/27/2012	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 800.00	Number of Hours (required)	6.00		

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
9200	Microsoft	9869220202	5825	\$ 2,400.00
9200	Microsoft	9869220202	5825	\$ 2,400.00
			5825	\$
Requisition No. (required)	R0309552		Total Contract Amount	\$ 4,800.00

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	Manisha Patel/Gee Kin Chou	Phone	(510) 290-3616
	Site / Department	Technology Services		Fax	
	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"/> Family, Schools, and Community Partnerships				
	<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.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000			
	Signature			Date Approved	1/30/13
5.	Superintendent, Board of Education	Signature on the legal contract			
Legal	Required if not using standard contract	Approved		Denied - Reason	Date 3/22/13
Procurement	Date Received			PO Number	P1306274

2438

