

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	16-2465
Introduction Date	2/22/17
Enactment Number	17-0223
Enactment Date	2/22/17



**OAKLAND UNIFIED SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Devin Dillon, Ph.D., Interim Superintendent

**Board Meeting Date** February 22, 2017  
(To be completed by Procurement)

**Subject** Professional Services Contract Amendment No. 1 -  
WestEd  
922/Community Schools & Student Services Dept. (site/department)

**Action Requested** Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and WestEd. Services to be primarily provided to 922/Community Schools & Student Services Dept. for the period of 02/29/16 through 06/30/17.

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

Longitudinal data from OUSD Programs for Exceptional Children indicates that African American children are over identified for Emotional Disturbance (ED). It also confirms that students receiving this label remain in highly restrictive settings within Special Education throughout their secondary education years, often dropping out or otherwise failing to graduate from high school. The Teaching Pyramid is an evidence-based early childhood framework for PBIS (Positive Behavioral Intervention and Support) that has been shown to facilitate the conditions for learning needed in Pre-Kand TK to effectively prevent challenging behavior from becoming a barrier to learning in later grades.

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

Approval by the Board of Education of a Amendment No. 1 to the Professional Services Contract between the District and WestEd, San Francisco, CA, for the latter to provide an additional 720 hours of service to facilitate ongoing professional development training and technical assistance in the Teaching Pyramid - Early Childhood PBIS framework to a cohort of up to 40 OUSD Early Childhood and Transitional Kindergarten classrooms with the goal of replacing punitive sanctions for behavior and the resulting racially disproportionate referral to Special Education, with a framework for teaching, modeling, and positively reinforcing behavioral throughout the school day, extending the term of the contract of February 29, 2016 through December 31, 2016 to June 30, 2017, in the amount of \$36,000.00, increasing the Contract from \$50,000.00 to an amount not to exceed \$86,000.00. All other terms and conditions of the Contract remain in full force and effect.

**Recommendation** Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and WestEd. Services to be primarily provided to 922/Community Schools & Student Services Dept. for the period of 02/29/16 through 06/30/17.

**Fiscal Impact** Funding resource name (please spell out) 3318/IDEA CEIS Pre-School \$31,000.00  
3332/Local Entitle CEIS \$5,000.00 not to exceed \$ 36,000.00

**Attachments**

- Contract Amendment
- Copy of original contract and any prior amendments



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With *Every* Consent Agenda Contract.**

**Legislative File ID No.** 16-2465

**Department:** 922/Community Schools and Student Services Department

**Vendor Name:** WestEd

**Contract Term:** Start Date: 2/29/16 End Date: 6/30/17

**Annual Cost:** \$ 36,000.00

**Approved by:** Barbara McClung, Andrea Bustamante

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

WestEd will serve as trainer and technical assistance provider to 40 early childhood and TK sites through the development and implementation of Pyramid training to OUSD early childhood sites. Contractor will also provide professional development to district early child staff and team to build capacity with in the district to enable district leadership to effectively support the implementation efforts at individual school sites. Contractor will assist in the development of a district leadership team to address disproportionality and leverage support for Teaching Pyramid implementation, outcome evaluation, resource allocation, and policy development.

**Summarize the services this Vendor will be providing.**

Consultant will provide additional hours to facilitate ongoing professional development training and technical assistance in the Teaching Pyramid - Early Childhood PBIS framework to a cohort of up to 40 OUSD Early Childhood and Transitional Kindergarten classrooms with the goal of replacing punitive sanctions for behavior and the resulting racially disproportionate referral to Special Education, with a framework for teaching, modeling, and positively reinforcing behavioral throughout the school day.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

We have used the services of WestEd in previous years and their services are competitively priced with other vendors.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	16-2465
Introduction Date	2/22/17
Enactment Number	17-0223
Enactment Date	2/22/17



**OAKLAND UNIFIED SCHOOL DISTRICT**  
Community Schools, Thriving Students

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

This Amendment is entered into between the Oakland Unified School District (OUSD) and

WestEd

(CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 02/29/16, and the parties agree to amend that Agreement as follows:

<p>1. <b>Services:</b>      <input type="checkbox"/> The scope of work is <u>unchanged</u>.                      <input checked="" type="checkbox"/> The scope of work has <u>changed</u>.</p> <p><b>If the scope of work has changed:</b> Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p><input type="checkbox"/> Revised scope of work attached. OR <input checked="" type="checkbox"/> The CONTRACTOR agrees to provide the following amended services:</p> <p>Consultant will provide additional hours of service to facilitate the development of effective classroom management and positive social relationships in early childhood, preschools must implement effective preventative practices that foster the conditions for learning that prevent most behavioral problems before they occur. Classroom preventative strategies embedded within the Teaching Pyramid enable students to develop friendships, manage their feelings, and problem-solve conflicts. These skills are critical for students who are at-risk for developing more serious behavioral challenges when the demands of their environment overshadow their social and emotional skills. Implementing the Teaching Pyramid will equip each Pre-K and TK teacher in OUSD with the tools needed to incorporate behavioral supports with academic instruction.</p>
<p>2. <b>Terms (duration):</b>    <input type="checkbox"/> The term of the contract is <u>unchanged</u>.                      <input checked="" type="checkbox"/> The term of the contract has <u>changed</u>.</p> <p><b>If the term has changed:</b> The contract term is extended by an additional <u>6 months</u> (days/weeks/months), and the amended expiration date is <u>06/30/17</u>.</p>
<p>3. <b>Compensation:</b>      <input type="checkbox"/> The contract price is <u>unchanged</u>.                      <input checked="" type="checkbox"/> The contract price has <u>changed</u>.</p> <p><b>If the compensation has changed:</b> The contract price is amended by</p> <p><input checked="" type="checkbox"/> Increase of \$ <u>36,000.00</u> to original contract amount</p> <p><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is <u>Eighty Six Thousand</u> dollars (\$ <u>86,000.00</u> )</p>

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

5. **Amendment History:**

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

President, Board of Education

Date

Contractor Signature

Date

Superintendent

Chief or Deputy Chief

Mike Neuenfeldt, Director of Finance & Contracts  
Print Name, Title

Secretary, Board of Education

Date

**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 WITHOUT 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.

Consultant will facilitate the development of effective classroom management and positive social relationships in early childhood, preschools must implement effective preventative practices that foster the conditions for learning that prevent most behavioral problems before they occur. Classroom preventative strategies embedded within the Teaching Pyramid enable students to develop friendships, manage their feelings, and problem-solve conflicts.

These skills are critical for students who are at-risk for developing more serious behavioral challenges when the demands of their environment overshadow their social and emotional skills.

Implementing the Teaching Pyramid will equip each Pre-K and TK teacher in OUSD with the tools needed to incorporate behavioral supports with academic instruction.

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.

WestEd will continue to serve as trainer and technical assistance provider to 40 early childhood and Transitional Kindergarten sites through the development and implementation of Pyramid training to OUSD early childhood sites. Contractor will also provide professional development to district early child staff and team to build capacity within the district to enable district leadership to effectively support the implementation efforts at individual school sites. Contractor will assist in the development of a district leadership team to address disproportionality and leverage support for Teaching Pyramid implementation, outcome evaluation, resource allocation, and policy development.

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

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

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: \_\_\_\_\_
- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
  - a. Relevant page of CSSSP 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.
  - b. Meeting announcement for meeting in which the CSSSP modification was approved.
  - c. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
  - d. Sign-in sheet for meeting in which the CSSSP modification was approved.

# AMENDMENT ROUTING FORM 2016-2017

## PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1



### Directions

Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.

- Contractor and OUSD contract originator reach agreement on modification to original scope of work and compensation.
- 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 must change. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

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.)
  - Board approved copy of the original contract and any prior Amendments.

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

### Contractor Information

Contractor Name	WestEd	Agency's Contact	Virgilio Tinio, Jr.				
OUSD Vendor ID #	V054918	Title	Contracts Manager				
Street Address	730 Harrison Street	City	San Francisco	State	CA	Zip	94107
Telephone	415-615-3136	Email (required)	contracts@wested.org				

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

Original Contract Amount	\$ 50,000.00	Original PO #	P1609938	New Requisition #	R0171044
Amended Amount	\$ 36,000.00	Start Date	02/29/16	End Date	06/30/17
New Total Contract Amount	\$ 86,000.00	Pay Rate Per Hour	\$ 50.00	# of Hours	720.0

### 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
3318	IDEA CEIS Pre-S	9753318104	5825	\$ 31,000.00
3332	Local Entitl CEIS	9753332102	5825	\$ 5,000.00
			5825	

### Approval and Routing (in order of approval steps)

Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.

1.	<b>Administrator / Manager (Originator)</b>	Name	Barbara McClung	Phone	510-879-3636	
	Site/Department (Name & #)	922/Community Schools & Student Services Dept.			Fax	510-879-4605
	Signature				Date Approved	1/11/17
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Community Schools and Student Services					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)					
	Signature				Date Approved	
3.	<b>Network Superintendent/Deputy Network Superintendent</b>					
	Signature				Date Approved	1/26/17
	<b>Chiefs / Deputy Chiefs</b> Consultant Aggregate <input type="checkbox"/> Under <input checked="" type="checkbox"/> Over \$ _____					
4.	<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					
	Signature				Date Approved	
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract					
<b>Legal</b> Required if not using standard contract		Approved	Denied - Reason	Date		
<b>Procurement</b>	Date Received	PO Number				

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : wested\***  
**Record Status: Active**

<b>ENTITY</b> WESTED	Status:Active
DUNS: 074653882 +4:	CAGE Code: 084N1 DoDAAC:
Expiration Date: Apr 3, 2017	Has Active Exclusion?: No Delinquent Federal Debt?: No
Address: 730 HARRISON ST City: SAN FRANCISCO ZIP Code: 94107-1271	State/Province: CALIFORNIA Country: UNITED STATES



<b>Board Office Use: Legislative File Info.</b>	
File ID Number	16-1340
Introduction Date	6-22-16
Enactment Number	16-1179
Enactment Date	6-22-16 <i>AW</i>



**OAKLAND UNIFIED SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

To Board of Education  
 From Antwan Wilson, Superintendent

Board Meeting Date  
*(To be completed by Procurement)* 6/22/16

Subject Professional Services Contract - WestEd  
 - 922/Community Schools and Student Services Dept. (site/department)

Action Requested Approval of professional services contract between Oakland Unified School District and WestEd. Services to be primarily provided to 922/Community Schools and Student Services Dept. for the period of 02/29/16 through 12/31/2016.

Background  
*A one paragraph explanation of why the consultant's services are needed.*  
 Longitudinal data from OUSD Programs for Exceptional Children indicates that African American children are over identified for Emotional Disturbance (ED). It also confirms that students receiving this label remain in highly restrictive settings within Special Education throughout their secondary education years, often dropping out or otherwise failing to graduate from high school. The Teaching Pyramid is an evidence-based early childhood framework for PBIS (Positive Behavioral Intervention and Support) that has been shown to facilitate the conditions for learning needed in Pre-K and TK to effectively prevent challenging behavior from becoming a barrier to learning in later grades.

Discussion  
*One paragraph summary of the scope of work.*  
 Approval by the Board of Education of a Professional Services Contract between the District and WestEd, San Francisco, CA, for the latter to facilitate ongoing professional development training and technical assistance in the Teaching Pyramid – Early Childhood PBIS framework to a cohort of up to 40 OUSD Early Childhood and Transitional Kindergarten classrooms with the goal of replacing punitive sanctions for behavior and the resulting racially disproportionate referral to Special Education, with a framework for teaching, modeling, and positively reinforcing behavioral throughout the school day for the period of February 29, 2016 through December 31, 2016, in an amount not to exceed \$50,000.00.

Recommendation Approval of professional services contract between Oakland Unified School District and WestEd. Services to be primarily provided to 922/Community Schools and Student Services Dept. for the period of 02/29/16 through 12/31/2016.

Fiscal Impact Funding resource name (please spell out) 3318/IDEA PartB Sec 61 Preschool and 3332/IDEA PartB Sec 61 Preschool not to exceed 50,000.00

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



# CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office  
With Every Consent Agenda Contract.

Legislative File ID No. 16-1340

Department: 922/Community Schools and Student Services Department

Vendor Name: WestEd, San Francisco, CA

Contract Term: Start Date: February 29, 2016 End Date: December 31, 2016

Annual Cost: \$ 50,000.00

Approved by: Barbara McClung

Is Vendor a local Oakland business? Yes  No

### Why was this Vendor selected?

WestEd will serve as trainer and technical assistance provider to 40 early childhood and TK sites through the development and implementation of Pyramid training to OUSD early childhood sites. Contractor will also provide professional development to district early child staff and team to build capacity within the district to enable district leadership to effectively support the implementation efforts at individual school sites. Contractor will assist in the development of a district leadership team to address disproportionality and leverage support for Teaching Pyramid implementation, outcome evaluation, resource allocation, and policy development.

### Summarize the services this Vendor will be providing.

Consultant to facilitate ongoing professional development training and technical assistance in the Teaching Pyramid – Early Childhood PBIS framework to a cohort of up to 40 OUSD Early Childhood and Transitional Kindergarten classrooms with the goal of replacing punitive sanctions for behavior and the resulting racially disproportionate referral to Special Education, with a framework for teaching, modeling, and positively reinforcing behavioral throughout the school day.

Was this contract competitively bid? Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	16-1340
Introduction Date	6-22-16
Enactment Number	16-1179
Enactment Date	6/22/16



**OAKLAND UNIFIED SCHOOL DISTRICT**

*Community Schools, Thriving Students*

## PROFESSIONAL SERVICES CONTRACT 2015-2016

This Agreement is entered into between WestEd (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** 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 02/29/16, 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 12/31/2016.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Fifty Thousand Dollars (50,000.00) [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 profession for services to California school districts.

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:

Professional Services Contract

**OUSD Representative:**

Name: Barbara McClung@ousd.org  
Site /Dept.: 922/Community Schools and Student Services Dept.  
Address: 1000 Broadway, Suite 150  
Oakland CA 94607  
Phone: 510-879-2380  
Email: Barbara.McClung@ousd.org

**CONTRACTOR:**

Name: Virgilio F. Tinlo, Jr.  
Title: Contracts Administrator  
Address: 730 Harrison Street  
San Francisco CA 94107  
Phone: 415-615-3136  
Email: contracts@wested.org

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.

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:**

1. 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 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

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

- President, Board of Education
- Superintendent
- Chief or Deputy Chief

Secretary, Board of Education

CONTRACTOR

Contractor Signature

Virgil F. Tinsie, Jr. Michael Neuenfeldt

Contracts Administrator Director of Finance & Contracts

Print Name, Title

Form approved by OUSD General Counsel for 2015-16 FY

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE

File ID Number: 16-1340  
 Introduction Date: 6-22-16  
 Enactment Number: 16-1179  
 Enactment Date: 6-22-16  
 By: SA

## 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 WITHOUT 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.

Consultant will facilitate the development of effective classroom management and positive social relationships in early childhood, preschools must implement effective preventative practices that foster the conditions for learning that prevent most behavioral problems before they occur. Classroom preventative strategies embedded within the Teaching Pyramid enable students to develop friendships, manage their feelings, and problem-solve conflicts.

These skills are critical for students who are at-risk for developing more serious behavioral challenges when the demands of their environment overshadow their social and emotional skills.

Implementing the Teaching Pyramid will equip each PreK and TK teacher in OUSD with the tools needed to incorporate behavioral supports with academic instruction.



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.

WestEd will serve as trainer and technical assistance provider to 40 early childhood and TK sites through the development and implementation of Pyramid training to OUSD early childhood sites. Contractor will also provide professional development to district early child staff and team to build capacity within the district to enable district leadership to effectively support the implementation efforts at individual school sites. Contractor will assist in the development of a district leadership team to address disproportionality and leverage support for Teaching Pyramid implementation, outcome evaluation, resource allocation, and policy development.

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

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

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP (no additional documentation required) -- Item Number: \_\_\_\_\_
- Action Item added as modification to Board Approved CSSSP – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of CSSSP 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 CSSSP modification was approved.
  3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
  4. Sign-in sheet for meeting in which the CSSSP modification was approved.

**LEGISLATIVE FILE**

File ID Number 16-1340  
Introduction Date 06/22/16  
Enactment Number \_\_\_\_\_  
Enactment Date \_\_\_\_\_

**ADDENDUM**

OUSD Professional Services Contract 2015-2016

**WestEd**  
730 Harrison Street  
San Francisco, CA 94107

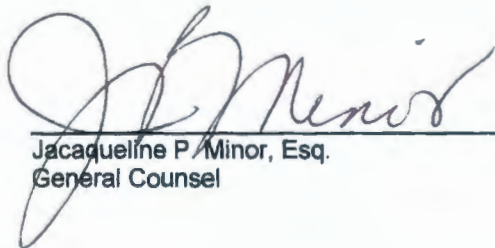
**Section 15:**

**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.

WestEd requests that Section 15 of the standard OUSD Professional Services Contract for 2015-2016 be supplemented with the following two sentences:

***"....All pre-existing Contractor data and materials provided to OUSD by Contractor to assist in the performance of this Contract shall remain Contractor's property. Upon expiration or termination of the Contract for any reason, OUSD shall request instructions form Contractor regarding whether OUSD should: (i) Erase or destroy any Contractor data and/or materials maintained by OUSD, or (ii) Return the data and/or materials to Contractor. This provision shall survive termination of this Contract."***

Approved as to Form:

  
\_\_\_\_\_  
Jacqueline P. Minor, Esq.  
General Counsel

Date: 5/27/16

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>



March 26, 2015

**Acknowledgement for Fingerprinting**

*WestEd agrees that it will adhere to the requirements of Section 45125.1 and Section 49406 of the California Education Code and any requirements set forth by Oakland Unified School District, in this Contract.*

*That notwithstanding, WestEd meets the exception requirements under California Education Code 45125.1 subsection (c), which indicates that "[t]his section shall not apply to an entity providing any of the services listed in subdivision (a) to a school district when the school district determines that the employees of the entity will have limited contact with pupils." As WestEd will have little, if any, contact with pupils in providing these services, Section 45125.1 shall not apply.*

A handwritten signature in blue ink, appearing to read "Virgilio F. Tinio, Jr.", written over a horizontal line.

Virgilio F. Tinio, Jr.

Contracts Administrator

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : WestEd\***  
**Record Status: Active**

<b>ENTITY</b> WESTED	Status:Active
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DUNS: 074653882	+4:	CAGE Code: 084N1	DoDAAC:
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Expiration Date: Apr 3, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
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Address: 730 HARRISON ST
City: SAN FRANCISCO
ZIP Code: 94107-1271

State/Province: CALIFORNIA
Country: UNITED STATES

# CONTRACT SERVICES CONTRACT ROUTING FORM 2015-2016



## 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.

2. Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and HRSS Consultant Verification )
3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
4. 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 All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
	<input type="checkbox"/> For All Consultants: Results page of the Excluded Party List ( <a href="https://www.sam.gov/">https://www.sam.gov/</a> )
	<input type="checkbox"/> 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.org

## Contractor Information

Contractor Name	WestEd	Agency's Contact	Virgilio F. Tinio, Jr.				
OUSD Vendor ID #	V054918	Title	Contracts Administrator				
Street Address	730 Harrison Street	City	San Francisco	State	CA	Zip	94107
Telephone	415-615-3136	Email (required)	contracts@wested.org				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				

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

Anticipated start date	02/29/16	Date work will end	12/31/2016	Other Expenses	
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
3332	IDEA Part B	9753318104	5825	\$ 25,000.00
3318	IDEA Part B	9753332102	5825	\$ 25,000.00
			5825	
<b>Requisition No. (required)</b>	R0165384		<b>Total Contract Amount</b>	\$ 50,000.00

## 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.sam.gov/>)

1.	<b>Administrator / Manager (Originator)</b>	Name	Barbara McClung@ousd.org	Phone	510-879-2380
	Site/Department (Name & #)	922/Community Schools and Student Services Dept.		Fax	510-879-4605
	Signature	<i>Barbara McClung</i>		Date Approved	
2.	<b>Resource Manager, if using funds managed by:</b>	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Community Schools and Student Services <input type="checkbox"/> Risk			
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature			Date Approved	
	Signature (if using multiple restricted resources)			Date Approved	
3.	<b>Network Superintendent/Deputy Network Superintendent</b>				
	Signature	<i>Curtis Saucy</i>		Date Approved	
4.	<b>Chiefs / Deputy Chiefs</b>	Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$			
	<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				
	Signature			Date Approved	
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal Required if not using standard contract</b>		Approved		Denied - Reason	
Procurement	Date Received		PO Number	P1609938	