Board Office Use: Le	gislative File Info.
File ID Number	12-2923
Introduction Date	Feb 13, 7013
Enactment Number	13-0306
Enactment Date	2/13/1302



Memo

То

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)

2/13/13

The Board of Education

Subject	Professional Services Contract - Yvonne Allara Oakland CA (contractor, City State)
	LCI/Textbook Services (site/department)
Action Requested	Ratification of a professional services contract between Oakland Unified School District and <u>Yvonne Allara</u> . Services to
	be primarily provided to <u>LCI/Textbook Services</u> for the period o 09/04/2012 through 10/10/2012
Background A one paragraph explanation of why the consultant's services are needed.	Consultant has worked with the Williams' Settlement case during their employment at OUSD. Additional support was needed to complete the compliance requirements during the 2012-13 academic year.
Discussion One paragraph summary of the scope of work.	A contract for services between OUSD and Yvonne Allara, Oakland, CA., for the latter to provide support with the district's compliance with textbooks and instructional materials sufficiency requirements as provided in the Williams' Settlement and California Ed. Code Section 60199, for the period of September 4, 2012 through October 10, 2012, in an amount not to exceed \$2,800.00.
Recommendation	Ratification of professional services contract between Oakland Unified School District and <u>Yvonne Allara</u> . Services to be primarily provided to <u>LCI/Textbook Services</u> for the period o <u>09/04/2012</u> through <u>10/10/2012</u> .
Fiscal Impact	Funding resource name (please spell out) Lottery Funds not to exceed \$ 2,800.00
Attachments	 Professional Services Contract including scope of work Fingerprint/Background Check Certification Commercial General Liability Insurance Certification TB screening documentation Statement of qualifications

Board Office Use: Legi	slative File Info.
File ID Number	12-2923
Introduction Date	Feb 13, 70B
Enactment Number	13-0306
Enactment Date	2/13/13 0/



PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and <u>Yvonne Allara</u> (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:

- 1. 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 <u>09/04/2012</u>, 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 <u>10/10/2012</u>.
- 3. Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed <u>Two Thousand Eight Hundred Dollars</u> Dollars (\$<u>2,800,00</u>). 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: ________.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- 4. Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - 1. Individual consultants:

Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.

Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.

Insurance Certificates and Endorsements - General Liability insurance in compliance with section 9 herein.

2. Agencies or organizations:

Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.

- 6. CONTRACTOR Qualifications / Performance of Services.

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

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

 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:

OUSD Representative:	CONTRACTOR:						
Name: Wayne Garvin	Name: <u>Yvonne Allara</u>						
Site /Dept.: LCI/Textbook Services	Title: N/A						
Address: 4551 Steele Street	Address: 2426 Carmel Street						
Oakland, CA 94619	Oakland CA 9	4602					
Phone: (510) 336-7519	Phone: (510) 333-3812						

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.

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

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

Contractor initial:

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

- 20. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors**. OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 - 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

- 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: 09/04/2012

Work shall be completed by: 10/10/2012

Total Fee: \$ 2,800.00

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education
 Superintendent or Designee

Secretary, Board of Education

File ID Number: 12-29 Introduction Date: 2/13 Enactment Number: 13 73-26 Enactment Date 2113 By: 🥖

Date

CONTRACTOR ntractor Signature

Yvonne Allara Print Name, Title

Erigar Rakestraw, Jr., Secretary Brand of Education

Rev. 4/11/12 v1

Page 4 of 6

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is <u>not</u> made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

A contract for services between OUSD and Yvonne Allara, Oakland, CA., for the latter to provide support with the district's compliance with textbooks and instructional materials sufficiency requirements as provided in the Williams' Settlement and California Ed. Code Section 60199, for the period of September 4, 2012 through October 10, 2012, in an amount not to exceed \$2,800.00.

SCOPE OF WORK

 Yvonne Allara
 will provide a maximum of 56.00
 hours of services at a rate of \$50.00
 per hour for a

 total not to exceed \$2,800.00
 Services are anticipated to begin on 09/04/2012
 and end on 10/10/2012

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.

Contractor shall support the District's compliance with the textbooks and instructional materials sufficiency requirements as provided in the Williams' Settlement and California Education Code Section 60199, and assist in preparing the annual report.

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.

All Williams' Settlement compliance requirements will be met by all OUSD Williams' schools and all OUSD students will have access to the Core Adopted Materials.

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

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

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.

Search Results

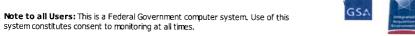
Current Search Terms: yvonne* allara*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.432.20121130-1953

USA.gov



Consultant Fingerprint/Criminal Background Check Waiver Request

Directions

The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check through OUSD. The OUSD Administrator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require Cabinet level approval (Deputy Superintendent/Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

Contractor Name	Yvonne Allara					
Originator Name	Wayne Garvin			Site or Departmen	it	909 - Leadership, Curriculum & Inst.
Which sites or locati	ions will the cont	ractor be working at?	Various	School Sites		
TB Clearance Requ	uirement					
	inted if the contra	actor will be working re				D students <u>or staff</u> . TB clearance one time speaker with less than
How is this contrac	ctor going to me	eet the TB clearance	requirer	nent?		
TB Waiver requeste	d 🗌	Proof of TB cle	arance i	s in the contrac	ct pack	ket 🖌
[[]	TO BE COMP	LETED BY AUTHO	ORIZEI		PLO	YEE ONLY.]
appropriate steps employees so tha section 45125.1 s	to protect the t the fingerprin hall not apply t m familiar with	e safety of any pu ting and criminal ba to CONTRACTOR fo the facts herein ce	pils tha ckgrour or the s	t may come id investigatic ervices under	in c on rec r this	D pupils and OUSD will take contact with CONTRACTOR's quirements of Education Code Agreement. As an authorized to execute this certificate on
OUSD Representa	ative's Name	Wayne Garvin			Title	Prog. Mgr Textbook Services
OUSD Representa	ative's Signatur	· Wayne CA	RVIA		Date	10-1-12
Approval Cabin	et Level appre	oval required (Depu	uty Sup	erintendent/	Supe	erintendent)
Approver Name				Title		
Approver Signature				Date		
Reason for Approva	1:					

OUSD Consultant General Liability Insurance Reduced Insurance Requirement or Waiver Request

Directions

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

Steps:

- 1. OUSD Contract Originator completes request form
- OUSD Contract Originator submits request form and copy of contract with Scope of Work to Risk Management at 1025 2nd Avenue, Room 115A or email cynthia.grice@ousd.k12.ca.us.
- 3. Risk Management considers request and returns form within 7 business days to OUSD Contract Originator
- 4. If approved, OUSD Contract Originator submits form with completed contract to Procurement.

Contractor Name	Yvonne Allara	Contract Amount	\$2,800.00
OUSD Originator Name	Wayne Garvin	Site / Department	909-Leadership,Curr. & Inst.

Why do you believe that this contract poses a low risk to the District and should be eligible for a reduction or waiver of the general liability insurance requirement?

Consultant will not have any contact with students.

Signature of Contract Originator Requesting Waiver

If submitted via email, type name and send from principal or manager's email account.

OUSD Principal or Manager

Risk Management

Ć	Approved:	Based on the scope of work provided,	I approve the following adjustment to the General Liability Insurance
		t for this contract:	

Date

Date

Waiver of General Liability Insurance Requirement

Reduced Requirement : \$_____

Reason for reduction or waiver:

Denied: Unfortunately, this contract does not qualify for a reduction or v	vaiver
--	--------

Denial Reason:

Signature



ity Schools, Thriving Students PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

In the local division of the local divisione			-				-						-
	A	a:				c Direc							
					cuments are in t							· · · ·	
					I the contract i principal or man								
					<u>quirements</u> (inclu								rification)
					complete the con								sinication
					the OUSD contr								Procurement.
Atta	chment	For individu	al consul	Itants: HR	SS Pre-Consult	ant Scre	ening Lett	er for the	e current fi	scal year			
Che	cklist	For individu	al consul	Itants: Pro	of of negative to	uberculos	sis status	within pa	st 4 years				
					ge of the Exclu								
					of qualifications							lloouro	d
		For All Con	sultants v	with employ	ees: Proof of	Workers'	Compens	sation Ins	urance. (F	Ref. to Se	ection 1	0 of the	Contract)
OUS	D Staff Contac				be sent to: (requi								
						_		1040 M 10			-		
Con	tractor Norma	V	Allere		Contrac		rmation		0				
	tractor Name SD Vendor ID :	Yvonne # 100526				Title	cy's Conta	N//					
	et Address		armel Stre	eet		City	Oaklan		4	State	CA	Zip	94602
-	phone		33-3812				(required)	1)50@yahc			1 Zip	15400Z
	tractor History	· /		een an Ol	ISD contractor?				0.		employ	002	Yes 🗌 No
oon	a dotor i notor y												
		Co	mpensa	ation and	Terms – Mus	t be wi	hin the	OUSD E	Billing Gu	uideline	S		
Anti	cipated start d	ate	09/04	4/2012	Date work will	end	10/10/	2012	Other E	xpenses		\$	
Pay	Rate Per Hou	ſ (required)	\$50.00		Number of Ho	UIS (requir	ed)	56.00					
						et Inform							
				a contract us	ing LEP funds, p	lease con	act the Sta	te and Fe				g requisi	tion.
F	lesource #	Resource	Name		(Org Key				Object Co	ode	A	mount
					0.04								
	6300	Lottery F	unds		909	9159411	5			5825	3	\$ 2,800.	00
-	6300	Lottery F	unds		909	9159411	5			5825 5825		\$ 2,800. \$	00
	6300	Lottery F	unds		909	9159411	5						00
				0300		9159411		ontract A	Amount	5825		6	
F	6300 Requisition N			03103	331		Total Co	ontract A		5825		\$	
	Requisition N	O. (required)	R	Approv	331 val and Routin	g (in ord	Total Co er of app	roval ste	eps)	5825 5825		\$ \$ \$ 2,800.	00
	Requisition N	O. (required)	R	Approv ontract is fully	331 val and Routin y approved and a	g (in ord Purchase	Total Co er of app Order is is	roval ste	e ps) gning this d	5825 5825		\$ \$ \$ 2,800.	00
Se	Requisition M	10. (required) e provided be	fore the co	Approv ontract is fully serv	331 val and Routin y approved and a ices were not pro	g (in ord Purchase	Total Co er of app Order is is pre a PO w	roval sta ssued. Sig as issued	eps) gning this d	5825 5825 ocument a	affirms ti	\$ \$ 2,800.	00 Jr knowledge
	Requisition N	10. (required) e provided be ministrator v	fore the co	Approvements of the server of	331 val and Routin y approved and a rices were not pro- lor does not app	g (in ord Purchase ovided befo pear on t	Total Co er of app Order is is pre a PO w	roval ste ssued. Sig as issued ed Partie	eps) gning this d es List (http	5825 5825 ocument a	affirms ti	 2,800. at to you ov/epis/s 	00 Jr knowledge
Se	Requisition N rvices cannot be OUSD Adr Administrator	Vo. (required) e provided be ninistrator v r / Manager (fore the co	Approvements of the server of	331 val and Routin y approved and a rices were not pro- lor does not app Wayne Garv	g (in ord Purchase ovided befo pear on th	Total Co er of app Order is is pre a PO w	roval ste ssued. Sig as issued ed Partie	eps) gning this d s List (http Phone	5825 5825 ocument a os://www (510) 33	affirms ti .epls.gr	 \$ \$ 2,800. anat to you by/epis/s 	00 Jr knowledge
Se	Requisition N rvices cannot be OUSD Adr Administrator Site / Depa	No. (required) e provided be ministrator v r / Manager (rtment	fore the co erifies tha Originator)	Approv ontract is fully serv at this vend Name LC	331 val and Routin y approved and a rices were not pro lor does not app Wayne Garv CI/Textbgok Ser	g (in ord Purchase ovided befo pear on th	Total Co er of app Order is is pre a PO w	roval ste ssued. Sig as issued ed Partie	eps) gning this d es List (http Phone Fax	5825 5825 ocument a os://www (510) 33 (510) 48	affirms ti .epis.gr 66-7519 32-2752	2,800. at to you v/epis/s	00 Jr knowledge
Se	Requisition Norvices cannot be OUSD Adr Administrator Site / Depa Signature	No. (required) e provided be ministrator v r / Manager (rtment	fore the co erifies tha Originator)	Approv ontract is fully serv at this vend Name	331 val and Routin y approved and a rices were not pro lor does not app Wayne Garv CI/Textbook Ser	g (in ord Purchase ovided befo pear on th in rvices	Total Co er of app Order is is bre a PO w he Exclud	roval ste ssued. Sig as issued ed Partie F F Date A	eps) gning this d es List (http Phone Fax pproved	5825 5825 ocument a 05://www (510) 33 (510) 48	affirms ti .epls.go 36-7519 32-2752	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	00 ur knowledge search.do)
Se	Requisition N rvices cannot be OUSD Adr Administrator Site / Depa Signature Resource Ma	No. (required) e provided be ministrator v r / Manager (rtment nager, if usir	fore the co erifies tha Originator)	Approv ontract is fully serv at this vend Name LC	331 val and Routin y approved and a ices were not pro- lor does not app Wayne Garv CI/Textbook Ser NA State and Federal	g (in ord Purchase ovided befo bear on the in rvices	Total Co er of app order is is bre a PO w ne Exclud	roval ste ssued. Sig as issued ed Partie F F Date A ichool Devel	eps) gning this d es List (http Phone Fax pproved opment □Fa	5825 5825 ocument a os://www (510) 33 (510) 48 i C amily, Schoo	affirms ti .epls.go 36-7519 32-2752	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	00 ur knowledge search.do)
Se	Requisition N rvices cannot be OUSD Adr Administrator Site / Depa Signature Resource Ma	No. (required) e provided be ministrator v r / Manager (rtment nager, if usir	fore the co erifies tha Originator)	Approv ontract is fully serv at this vend Name LC	331 val and Routin y approved and a rices were not pro lor does not app Wayne Garv CI/Textbook Ser	g (in ord Purchase ovided befo bear on the in rvices	Total Co er of app order is is bre a PO w ne Exclud	roval ste ssued. Sig as issued ed Partie F Date A school Devel school sit	eps) gning this d es List (http Phone Fax pproved opment □Fa e plan (SPS	5825 5825 ocument a os://www (510) 33 (510) 48 i C amily, Schoo	affirms ti .epls.go 36-7519 32-2752	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	00 ur knowledge search.do)
Se •	Requisition N rvices cannot be OUSD Adr Administrator Site / Depa Signature Resource Ma	No. (required) e provided be ministrator v r / Manager (rtment nager, if usir	fore the co erifies tha Originator)	Approv ontract is fully serv at this vend Name LC	331 val and Routin y approved and a ices were not pro- lor does not app Wayne Garv CI/Textbook Ser NA State and Federal	g (in ord Purchase ovided befo bear on the in rvices	Total Co er of app order is is bre a PO w ne Exclud	roval ste ssued. Sig as issued ed Partie F Date A school Devel school sit	eps) gning this d es List (http Phone Fax pproved opment □Fa	5825 5825 ocument a os://www (510) 33 (510) 48 i C amily, Schoo	affirms ti .epls.go 36-7519 32-2752	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	00 ur knowledge search.do)
Se •	Requisition N rvices cannot be OUSD Adr Administrator Site / Depa Signature Resource Ma	No. (required) e provided be ministrator v r / Manager (rtment mager, if usin ork indicates (fore the co erifies tha Originator) g funds ma compliant u	Approv ontract is fully serv at this vend Name LC anaged by: [use of restrict	331 val and Routin y approved and a ices were not pro- lor does not app Wayne Garv CI/Textbook Ser NA State and Federal	g (in ord Purchase ovided befo bear on the in rvices	Total Co er of app order is is bre a PO w ne Exclud	roval ste ssued. Sig as issued ed Partie F Date A school Devel school site Date A	eps) gning this d es List (http Phone Fax pproved opment □Fa e plan (SPS	5825 5825 ocument a os://www (510) 33 (510) 48 i C amily, Schoo	affirms ti .epls.go 36-7519 32-2752	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	00 ur knowledge search.do)
Se •	Requisition N rvices cannot be OUSD Adr Administrator Site / Depa Signature Resource Ma Signature Signature Signature Signature (if us Regional Exe	NO. (required) e provided be ministrator v r / Manager (rtment mager, if usin ork indicates of ing multiple restr cutive Office	fore the co erifies tha Originator)	Approv ontract is fully serv at this vend Name LC LC use of restrict ces)	331 val and Routin y approved and a ices were not pro- for does not app Wayne Garv CI/Textbook Ser NA State and Federal cted resource and	g (in ord Purchase ovided befo bear on the in rvices	Total Co er of app order is is bore a PO w ne Exclud	roval ste ssued. Sig as issued ed Partie F Date A bate A Date A Date A Date A	eps) gning this d es List (http Phone Fax pproved opment e plan (SPS pproved	5825 5825 ocument a os://www (510) 33 (510) 48 i C amily, Schoo	affirms ti .epls.go 36-7519 32-2752	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	00 ur knowledge search.do)
Se ▼ 1. 2.	Requisition Norvices cannot be OUSD Adr Administrator Site / Depa Signature Resource Ma Signature Signature Signature Signature Signature (if us Regional Exe Services de	NO. (required) e provided be ministrator v r / Manager (rtment mager, if usin ork indicates of ing multiple restr cutive Office scribed in the	fore the co erifies that Originator)	Approv ontract is fully serv at this vend Name LC Log use of restrict ces) work align w	331 val and Routin y approved and a ices were not pro- for does not app Wayne Garv CI/Textbook Ser NA State and Federal cted resource and with needs of depa	g (in ord Purchase ovided befo bear on the in rvices Douality, (d is in align artment or	Total Co er of app order is is bore a PO w ne Exclud	roval ste ssued. Sig as issued ed Partie F Date A bate A Date A Date A Date A	eps) gning this d es List (http Phone Fax pproved opment e plan (SPS pproved	5825 5825 ocument a os://www (510) 33 (510) 48 i C amily, Schoo	affirms ti .epls.go 36-7519 32-2752	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	00 ur knowledge search.do)
Se •	Requisition Norvices cannot be OUSD Adr Administrator Site / Depa Signature Resource Ma Signature Signature Signature Signature Signature Signature Signature Signature Signature Signature Signature Signature Signature Signature	NO. (required) e provided be ministrator v r / Manager (rtment mager, if usin ork indicates of ing multiple restr cutive Office scribed in the sculified to	fore the co erifies that Originator)	Approv ontract is fully serv at this vend Name LC Log use of restrict ces) work align w	331 val and Routin y approved and a ices were not pro- for does not app Wayne Garv CI/Textbook Ser NA State and Federal cted resource and	g (in ord Purchase ovided befo bear on the in rvices Douality, (d is in align artment or	Total Co er of app order is is bore a PO w ne Exclud	roval ste ssued. Sig as issued ed Partie F Date A School Devel school sit Date A Date A	eps) gning this d es List (http Phone Fax pproved opment □Fa e plan (SPS pproved pproved	5825 5825 ocument a os://www (510) 33 (510) 48 i C amily, Schoo	affirms ti .epls.go 36-7519 32-2752	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	00 ur knowledge search.do)
Se ▼ 1. 2.	Requisition Norvices cannot be vices cannot be OUSD Adr Administrator Site / Depa Signature Resource Ma Signature Signature Signature Signature Signature (if us Regional Exe Consultant Signature	Vo. (required) e provided be ministrator v r / Manager (rtment nager, if usin ork indicates of ing multiple restri- cutive Office scribed in the squalified to	fore the co erifies the Originator) g funds ma compliant u incted resource in the scope of the provide se	Approv ontract is fully serv at this vend Name LC Anaged by: D use of restrict ces) work align w rvices descr	331 val and Routin y approved and a ices were not pro- lor does not app Wayne Garv CI/Textbook Ser Distate and Federal cted resource and ith needs of depa- ribed in the scope	g (in ord Purchase wided before cear on the in rvices Quality, of is in align artment or e of work	Total Co er of app Order is is ore a PO w he Exclud	roval ste ssued. Sig as issued ed Partie P Date A Date A Date A Date A Date A	eps) gning this d es List (http Phone Fax pproved opment Fa e plan (SPS pproved pproved	5825 5825 5825 0cument a 0cs://www (510) 33 (510) 48 (510) 58 (510) 58 (510	affirms the second seco	2,800. at to you v/epis/s	00 ur knowledge search.do)
Se ▼ 1. 2.	Requisition Norvices cannot be rvices cannot be OUSD Adr Administrator Signature Resource Ma Signature Signature Signature Signature (if us Regional Exe Services de Consultant Signature Signature Deputy Super	No. (required) e provided be ministrator v r / Manager (rtment nager, if usin pork indicates of ing multiple restr cutive Office scribed in the scribed in the scribed in the	fore the co erifies the Originator) g funds ma compliant u incted resource in the scope of the provide se	Approv entract is fully serv at this vend Name LC anaged by: [use of restrict ces) work align w envices description al Leadershi	331 val and Routin y approved and a ices were not pro- for does not app Wayne Garv CI/Textbook Ser NA State and Federal cted resource and with needs of depa	g (in ord Purchase wided before cear on the in rvices Quality, of is in align artment or e of work	Total Co er of app Order is is ore a PO w he Exclud	roval ste ssued. Sig as issued ed Partie P Date A Date A Date A Date A Date A	eps) gning this d es List (http Phone Fax pproved opment Fa e plan (SPS pproved pproved	5825 5825 000000000000000000000000000000	affirms the second seco	2,800. at to you v/epis/s	00 ur knowledge search.do)
See v	Requisition Norvices cannot be Vices cannot be OUSD Adr Administrator Site / Depa Signature Resource Ma Signature Signature Signature Signature Signature Signature Signature Deputy Super Signature	No. (required) e provided be ministrator v r / Manager (rtment mager, if usin ork indicates of scribed in the scribed in the	fore the co erifies that Originator) g funds ma compliant u ricted resource r scope of u provide se structional	Approv antract is fully serv at this vend Name LC anaged by: L use of restrict ces) work align wervices descri- al Leadershi cantos	331 val and Routin y approved and a ices were not pro- for does not app Wayne Garv CI/Textbook Ser Distate and Federal cted resource and rith needs of depa ribed in the scope ip / Deputy Supe	g (in ord Purchase ovided before cear on the in rvices Dauality, (d is in align artment or e of work	Total Co er of app Order is is ore a PO w he Exclud	roval ste ssued. Sig as issued ed Partie P Date A Date A Date A Date A Date A	apps) gning this d as List (http Phone Fax pproved opment □Fa e plan (SPS pproved pproved pproved opproved	5825 5825 000000000000000000000000000000	affirms the second seco	2,800. at to you v/epis/s	00 ur knowledge search.do)
See vert vert vert vert vert vert vert ve	Requisition Norvices cannot be Vices cannot be OUSD Adr Administrator Site / Depa Signature Resource Ma Signature Signature Signature Signature Signature Signature Signature Deputy Super Signature	No. (required) e provided be ministrator v r / Manager (rtment mager, if usin ork indicates of scribed in the scribed in the	fore the co erifies that Originator) g funds ma compliant u ricted resource r scope of u provide se structional	Approv antract is fully serv at this vend Name LC anaged by: L use of restrict ces) work align wervices descri- al Leadershi cantos	331 val and Routin y approved and a ices were not pro- lor does not app Wayne Garv CI/Textbook Ser Distate and Federal cted resource and ith needs of depa- ribed in the scope	g (in ord Purchase ovided before cear on the in rvices Dauality, (d is in align artment or e of work	Total Co er of app Order is is ore a PO w he Exclud	roval ste ssued. Sig as issued ed Partie Partie Date Ap Date Ap Date Ap Date Ap Date Ap	apps) gning this d as List (http Phone Fax pproved opment □Fa e plan (SPS pproved pproved pproved opproved	5825 5825 000000000000000000000000000000	affirms the second seco	2,800. at to you v/epis/s	00 ur knowledge search.do)
See	Requisition Norvices cannot be Vices cannot be OUSD Adr Administrator Site / Depa Signature Resource Ma Signature Signature Signature Signature Signature Signature Signature Deputy Super Signature	No. (required) e provided be ministrator v r / Manager (rtment nager, if usir ork indicates of cutive Office scribed in the scribed in the scribed in the manualified to fintendent in Manualified of	fore the co erifies the Originator) g funds ma compliant u incred resource incred resource inc	Approv ontract is fully serv at this vend Name LC Anaged by: D use of restrict ces) work align w ervices descri- al Leadershi anaged and anaged anaged by: D	331 val and Routin y approved and a ices were not pro- for does not app Wayne Garv CI/Textbook Ser Distate and Federal cted resource and rith needs of depa ribed in the scope ip / Deputy Supe	g (in ord Purchase ovided before cear on the in rvices Dauality, (d is in align artment or e of work	Total Co er of app Order is is ore a PO w he Exclud	roval ste ssued. Sig as issued ed Partie P Date A Date A Date A Date A Date A Date A Date A	apps) gning this d as List (http Phone Fax pproved opment □Fa e plan (SPS pproved pproved pproved opproved	5825 5825 5825 0cument a 0cs://www (510) 33 (510) 48 (510) 58 (510) 58 (510	affirms the second seco	2,800. at to you by/epis/s 10 10 10 10 10	00 ur knowledge search.do)



