gislative File Info.
13-1170
6-26-13
13-1160
6-26-1311



Community Schools, Thriving Students

Memo	
То	Board of Education Tony Smith, Ph.D., Superintendent
From	By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action Vernon Hal, Deputy Superintendent, Business & Operations
Board Meeting Date (To be completed by Procurement)	6-26-13
Subject	Professional Services Contract Amendment - 1 Paula Inglis Alameda CA (Contractor, City/State) - Sequoia 151 (site/department)
Action Requested	Ratification by the Governing Board of the amendment to the professional services contract between the District and Paula Inglis
	Services to be primarily provided to Sequoia 151 for the period of $04/15/2013$ through $06/13/2013$, in an amount not to exceed $4,000.00$
Background A one paragraph explanation of why an amendment is needed.	Contractor provides Reading Intervention consultation services. The amendment is needed to fund additional hours of service so that children can receive 100 additional hours of reading intervention.
Discussion One paragraph summary of the amended scope of work.	Amendment #1 of a contract for services between OUSD and Paula Inglis (Alameda CA) for the latter to provide reading intervention consultation services through the period of 04/15/13through 6/7/2013 increasing the amount by a not to exceed \$4,000. All other terms to remain in full force and effect.
Recommendation	Ratification by the Governing Board of the amendment to the professional services contract between the District and Paula Inglis
	Services to be primarily provided to Sequoia 151 for the period of $04/15/2013$ through $06/13/2013$, in an amount not to exceed $4,000.00$
Fiscal Impact	Funding resource name (please spell out) Donations PTA not to exceed \$4,000.00
Attachments	Contract Amendment Copy of original contract

Board Office Use: Leg	islative File Info.
File ID Number	13-1170
Introduction Date	6-26-13
Enactment Number	13-1160 1
Enactment Date	6-26-134

New Req. No.

Rev. 6/12 v1

R0316723

P.O. No.

P130688



Community Schools, Thriving Students

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

and	This Ame Paula Inglis	endment is entered into between th (CONTRACTOR). OUS 10/1/ , 2012 , a		rith CONTRACTOR for services on
1. Services	: The	scope of work has changed.	☐ ONLY the funding	source has changed.
expected	final results, such as	anged: Provide brief description services, materials, products, and/ ched. OR, The CONTRACTOR a	or reports; attach additional pag	iding a measurable description of les as necessary. mended services:
	ides Reading Interve n receive reading inte	ntion consultation services. The a ervention.	mendment is needed to fund 10	0 additional hours of service so
2. Terms (d	uration):	erm of the contract is <u>unchanged</u> .	■ The term of the con	tract has <u>changed</u> .
		d: The contract term is extend ation date is 06/13/2013		(days/weeks/months),
3. Compen	sation: The c	ontract price is <u>unchanged</u> .	■ The contract price h	nas <u>changed</u> .
If the	compensation h	as changed: The contract pric	e is amended by	
	Increase of	\$ <u>4,000.00</u> to orig	inal contract amount	
		f \$to origi		
and t	he new contract to	tal is seven thousand nine hund	dred eighty dollars and 36 do	llars (\$ <u>7,980.36</u>
5. Amendm	I force and effect an ent History: here are no previous Date	amendments to this Agreement. [This contract has previously be	Amount of
				Increase (Decrease)
				\$
				\$
				\$
		not effective and no payment sh strator, the Board of Education		
\mathcal{M}	JNIFIED SCHOOL D	es 5-30-2013	CONTRACTOR Laula fin Contractor Signature	Date
	dent of Designee	6/27/12	Print Name, Title	
Edgar 494 6	Revestra Georgia Sec	cretary Date		

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 ANY TERMS</u>, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]**

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

Amendment #1 of a contract for services between OUSD and Paula Inglis (Alameda CA) for the latter to provide reading intervention consultation services through the period of 04/15/13through 6/7/2013 increasing the amount by a not to exceed \$4,000. All other terms to remain in full force and effect.

	SCOPE OF WORK	
Pa	ula Inglis will provide a maximum of 100.00 hours of services at a rate of \$40.00 per hours	our for a
tota	not to exceed \$7,250.00 Services are anticipated to begin on 04/15/2013 and end on 06/13/2013	
1.	Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be s about what service(s) OUSD is purchasing and what <i>this</i> Contractor will do.	pecific
	Amendment #1 of a contract for services between OUSD and Paula Inglis (Alameda CA) for the latter to provide reading intervention consultation services through the period of 04/15/13through 6/7/2013 increasing the amount by a not to exceed \$4,000. All other terms to remain in full force and effect Consultant will provide a maximum of 100 additional hours of service a rate of \$40 per hour for a total not to exceed \$4,000.	d ice at
2.	Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For examp result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? many more Oakland children have access to, and use, the health services they need? Provide details of program parti (Students will) and measurable outcomes (Participants will be able to). NOT THE GOALS OF THE SITE OR DEPARTI	Oakland 4) How icipation
	Students will be able to access the core curriculum through differentiated instruction and will progress in their reading and w proficiency. As a result of increased individualized instruction, any learning issues will be identified and addressed sooner, mis-labelled as behavior issues. Students are more likely to attend school when they are receiving appropriate instruction a progressing with their age cohort. As a result of making increased academic progress, students will have the skills they nee find and keep meaningful internships and/or paying jobs. As a result of increased school attendance, any health issues will identified in a timely manner. Students will make greater than average progress in their reading levels and will show greater average improvement in their writing scores.	not and ed to be
3.	Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract (Check all that apply.) I Ensure a high quality instructional core Develop social, emotional and physical health I Safe, healthy and supportive schools	
	✓ Create equitable opportunities for learning ✓ Accountable for quality	
	✓ High quality and effective instruction ✓ Full service community district	

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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.

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

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AMENDMENT ROUTING FORM

PROFESSIONAL SERVICES CONTRACT AMENDMENT

Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.

- 1. Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
- 2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- 3. If contract total amount has increased, the scope of work has changed. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
- 4. OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

- Attachment Checklist
- Contract amendment packet including Board Memo and Amendment Form
- Amended Scope of work (Be specific as to what additional work is being done by this consultant.)
- A Board Approved copy of the original contract and any prior Amendments.

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

		Contractor Info	ormation					
Contractor Name	Paula Inglis	Agency	's Contact	Katia Haz	en			
OUSD Vendor ID#	1003680	Title		Principal				
Street Address	663 Centre Court	City	Alameda		State	CA	Zip	94502
Telephone	(510) 220-1130	Email	pnada19@	gmail.com				

Co	mpensation and Ter	rms - Must be within	the OUSD Billing	ng Guidelines	
Original Contract Amount	\$ 3,980.36	Original PO	Number	P1	306889
Amended Amount	\$4,000.00	New Requisition #		R0316723	
New Total Contract Amount	\$7,980.36	Start Date	04/15/2013	End Date	06/13/2013
Pay Rate Per Hour (Required)	40.00	Number of I	Hours (Required)	100.00	1

Budget Information

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
7090	EIA	1514859101	5825	\$ 4,000.00
		-	5825	\$
			5825	\$

Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

V	OUSD Administrator verifies that t	his vendor does not appear on the Exclu	ided Parties List (https://	www.epis.gov/epis/search.do)
	Site Administrator or Manager	Name KATH HAZEN	Phone 53164	96 Fax 5316611
1.	Site / Department	\$equoia 151		
	Signature 0/192/1	MAN	Date Approved	1-19-13
	Resource Manager, Lueing junds m		nity, School Development Far	nily, Schools, and Community Partnerships
2.	Signature	majorus	Date Approved 4	126/13
	Signature		Date Approved /	
0	Regional or Executive Officer			
3.	Signature Soul H		Date Approved	5/16/13
4	Deputy Superintendent Instruction	al Leadership / Deputy Superintendent Bu	siness Operations Cons	ultant Aggregate Under □, Over □\$50,000
4.	Signature Munia	Santos	Date Approved	5-30-2013
5.	Superintendent or Board of Education	ion Signature on the legal contract		
Lega	al Required if not using standard control	act Approved	Denied - Reason	Date
Proc	curement Date Received		PO Number	1306889

Board Office Use: Le	gislative File Info.	
File ID Number	3 0505	
Introduction Date	4/24/13	
Enactment Number	13-0664	
Enactment Date	4 24/13	16



Memo	
To	The Board of Education
From	Tony Smith, Ph.D., Superintendent By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action Vernon Hal, Deputy Superintendent, Business & Operations
Board Meeting Date (To be completed by Procurement)	412415
Subject	Professional Services Contract - Paula Inglis Alameda CA (contractor, City State) 151 Sequoia (site/department)
Action Requested	Approval of a professional services contract between Oakland Unified School District and Paula Inglis . Services to be primarily provided to 151 Sequola for the period of 02/15/2013 through 06/13/2013 .
Background A one paragraph explanation of why the consultant's services are needed.	Contractor (Paula Inglis) is Reading Intervention Specialist who will provide additional scaffolding and progress monitoring of low performing students at Sequoia. Contractor will also provide direct services for students who are below benchmark. Contractor will utilize both "push-in" and "pull-out" delivery models. She will use appropriate assessment data (reading program, SIPPS, CST, etc) and standards-based instructional materials to design small group instruction. On a regular basis, contractor will collaborate with teachers to determine the extent and areas of student progress and also determine the focus of future student support services.
Discussion One paragraph summary of the scope of work.	A contract for services between OUSD and Paula Inglis (Oakland, CA) for the latter to provide reading intervention services for identified 3rd - 5th grade students currently achieving below grade level in English Language Arts and Reading. Consultant will provide a maximum of 99.5 hours of service at a rate of \$40 per hour for a total not to exceed \$3,980.36 starting on 2/15/13 or as soon as contract is approved and ending by 6/13/13.
Recommendation	Approval of professional services contract between Oakland Unified School District and Paula Inglis
Fiscal Impact	Funding resource name (please spell out) Economic Impact Aid not to exceed \$ 3,980.36
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: Legis	slative File Info.
File ID Number	13-0505
Introduction Date	4/04/13
Enactment Number	13-1664
Enactment Date	417413 01



PROFESSIONAL SERVICES CONTRACT 2012-2013

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

- Services: The CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
- 2. **Terms:** CONTRACTOR shall commence work on <u>02/15/2013</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>06/13/2013</u>.
- 3. Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed three thousand nine hundred eighty dollars and thirty-six cents Dollars (\$3.980.36). 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.

- 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.
- 5. Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: _______ which shall not exceed a total cost of \$ ______.
- 6. CONTRACTOR Qualifications / Performance of Services.

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

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

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

Professional Services Contract CONTRACTOR: OUSD Representative: Name: Paula Inglis Name: Katia Hazen Title: ELA Enrichment and Differentiation Consultant 151 Seguora Site /Dept.:___ Address: 663 Centre Court Address: 94502 Alameda CA Oakland, CA Phone: (510) 220-1130 Phone (510) 531-6696 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 fumished 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:
 - 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.
- 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.

- 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:
 - Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Rev. 4/11/12 v1 Page 3 of 6

- 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.
- 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	(d)	
Contractor	IIII((G11	-	<u> </u>

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).

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- 22. Limitation of OUSD Liability Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. Confidentiality The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. Conflict of Interest. CONTRACTOR shall abide by and be subject to all 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: 02/15/2013 Work shall be completed by: 06/13/2013 Total Fee: \$3,980.36

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

President, Board of Education

President, Board of Education

Date

Contractor Signature

Paula Inglis

ELA Enrichment and Different Print Name, Title

File ID Number: 12/1/3

Enactment Number: 12/1/3

Enactment Number: 12/1/3

Enactment Date: 12/1/3

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 Paula Inglis (Oakland, CA) for the latter to provide reading intervention services for identified 3rd - 5th grade students currently achieving below grade level in English Language Arts and Reading. Consultant will provide a maximum of 99.5 hours of service at a rate of \$40 per hour for a total not to exceed \$3,980.36 starting on 2/15/13 or as soon as contract is approved and ending by 6/13/13.

	SCOPE OF WORK
Pa	ula Inglis will provide a maximum of 99.50 hours of services at a rate of \$40.00 per hour for
tota	I not to exceed \$3,980.36 . Services are anticipated to begin on 02/15/2013 and end on 06/13/2013 .
1.	Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what <i>this</i> Contractor will do.
	Contractor (Paula Inglis) will provide reading intervention services for identified 3rd - 5th grade students currently achieving below grade level in English Language Arts and Reading. Contractor will utilize both "push-in" and "pull-out" delivery models. She will use appropriate assessment data (reading program, SIPPS, CST, etc) and standards-based instructional materials to design small group instruction. On a regular basis, contractor will collaborate with teachers to determine the extent and areas of student progress and also determine the focus of future student support services. Consultant will provide a maximum of 99.5 hours of service at a rate of \$40 per hour for a total not to exceed \$3,980.36.
2.	Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as 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 participatio (Students will) and measurable outcomes (Participants will be able to). NOT THE GOALS OF THE SITE OR DEPARTMENT.
	Students will be able to access the core curriculum through differentiated instruction and will progress in their reading and writing proficiency. As a result of increased individualized instruction, any learning issues will be identified and addressed sooner, not mis- labelled as behavior issues. Students are more likely to attend school when they are receiving appropriate instruction and progressing with their age cohort. As a result of making increased academic progress, students will have the skills they need to find and keep meaningful internships and/or paying jobs. As a result of increased school attendance, any health issues will be identified in a timely manner. Students will make greater than average progress in their reading levels and will show greater than average improvement in their writing scores.
3.	Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.) Ensure a high quality instructional core Develop social, emotional and physical health Create equitable opportunities for learning High quality and effective instruction Indicate the goals and visions supported by the services of this contract: Prepare students for success in college and careers Safe, healthy and supportive schools Accountable for quality Full service community district

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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.

ACORD TM. CERTIFICATE OF LIABILITY INSURANCE PRODUCER Phone: 510-465-3993 Fax: 510-465-5566 THIS CERTIFICATE IS ISSUED AS A MATTER OF									
PRODUCER THORSE STU-405-3993 FBX: STU-405-3994 KHOE & ASSOCIATES INSURANCE SERV 328 15TH ST. OAKLAND CA 94612		ONLY A	AND CONFERS NO	SUED AS A MATTER OF I O RIGHTS UPON THE CER ATE DOES NOT AMEND, AFFORDED BY THE POLIC	EXTEND	OR			
A 1 !-#	INSURERS AFF		NAIC #						
Agency Lic#	INSURER A: TH		WC						
PAULA INGLIS		INSURER B:							
663 CENTRE CT. ALAMEDA CA 94502		INSURER C:							
		INSURER D:							
		INSURER E:							
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAY VALVY REQUIREMENT, TERM OR CONDITION OF ANY MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE	Y CONTRACT OR OTHER DI HE POLICIES DESCRIBED H	OCUMENT WITH RESPECTED A	T TO WHICH THIS C	ERTIFICATE MAY BE ISSUED	OR				
NSR ADD'L TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS					
GENERAL LIABILITY	57SBMZE1223	08/16/12	08/16/13	EACH OCCURRENCE	\$	1,000,000			
X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Es occurence)	\$	300,000			
CLAIMS MADE X OCCUR				MED. EXP (Any one person)	\$	10,00			
A				PERSONAL & ADV INJURY	\$	1,000,000			
				GENERAL AGGREGATE	\$	2,000,00			
GEN'L AGGREGATE LIMIT APPLIES PER:		1		PRODUCTS-COMP/OP AGG.	\$	2,000,000			
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				PROPERTY DAMAGE (Per accident)	\$				
GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$				
ANY AUTO				OTHER THAN EA ACI					
EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$				
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CERTIFICATE HOLDER	<u>\</u>	CANCEL	LATION						
THE OAKLAND UNIFIED SCHOOL DISTRI 1025 2ND AVENUE OAKLAND CA 94606	SHOULD ANY EXPIRATION WRITTEN NO DO SO SHALL	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES.							
		AUTHORIZED	REPRESENTATIVE						
Attention: RISK MANAGEMENT			PETER C. FONG						

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25-S (2001/08) Certificate #8552

12-13 Contract Routing Slip

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Communities Schools, Thinking Students PROFESSIONAL SERVICES CONTRACT ROUTING F

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Additional directions and related documents are in the School Operations Library (http://intranet.ousd.k12.ca.us)												
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued. 1. 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 For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.												
Chec	klist	For All Con For All Con For All Con For All Con	ial consult sultants: F sultants: S sultants: F sultants w	tants: HRSS Pre tants: Proof of ne Results page of the Statement of qual Proof of Commen with employees: Futract should be sen	egative tul ne Exclud- lifications cial Gener Proof of W	perculosi ed Party (organiza ral Liabili forkers' (s status List (<u>httr</u> ation); or ty insura Compens	within pos://www r resumance na sation li	past 4 ye w.epls.go e (individent ming OU nsurance	ears. ov/epis/search dual consultan USD as an Ado e. (Ref. to Sec	it). ditional Insi	
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Cont	Contractor Name Paula Inglis Agency's Contact Paula Inglis											
OUS	D Vendor ID					Title				nt and Differe	ntiation Fa	cilitator
Stree	t Address	663 Ce	ntre Court			City	Alame	da		State	CA Z	ip 94502
Telep	phone	(510) 2	20-1130			Email (equired)	pnad	a19@gn	nail.com		
Conti	ractor History	Pre	eviously be	een an OUSD co	ntractor?	Yes [No	V	Vorked a	s an OUSD er	nployee? [Yes I No
		Co	mpensa	tion and Term	s – Must	be with	in the	OUSD	Billing	Guidelines		
Antic	ipated start d	ate	02/15	5/2013 Date	work will e	end	06/13	/2013	Othe	r Expenses	\$	11.00
Pay F	Rate Per Hou	「 (required)	\$40.00	Numb	er of Hou	rs (required	1)	99.50				
	Budget Information If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office <u>before</u> completing requisition.											
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				Approval and	Routing	(in orde	r of app	oroval s	steps)			
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-		dministrator / Manager (Originator) Name Katia Hazen				Phone				(510) 531-6696 (510) 531-6611		
1.	Site / Department 151 Sequoia Signature											
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	Resource Manager, if using funds managed by State and Federal Quality Community School Development Pamily Schools, and Community Partnerships Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)											
2.												
-	Signature Suplants au					Date Approved				3/3/13		
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THIS FORM IS NOT A CONTRACT

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Procurement